

## FRANCHISE DISCLOSURE DOCUMENT

AAAC Support Services, LLC  
(A Texas Limited Liability Company)  
8375 Hills Parkway  
Montgomery, Texas 77316  
(281) 292-8866  
[www.aaacwildliferemoval.com](http://www.aaacwildliferemoval.com)



AAAC Support Services, LLC (“Franchisor”) offers AAAC Wildlife Removal franchises that will offer a wide variety of animal and wildlife management and removal services, pest control services, and animal damage control and prevention services, as well as related handyman services. Franchisor has offered franchises since April 2014.

The total investment necessary to begin operation of an AAAC Wildlife Removal franchise is \$44,100 - \$111,550. This includes approximately \$20,200 - \$36,200 that must be paid to Franchisor or its affiliate.

This disclosure document summarizes certain provisions of your franchise agreement and other information in plain English. Read this disclosure document and all accompanying agreements carefully. You must receive this disclosure document at least 14 calendar-days before you sign a binding agreement with, or make any payment to, the franchisor or an affiliate in connection with the proposed franchise sale. **Note, however, that no governmental agency has verified the information contained in this document.**

You may wish to receive your disclosure document in another format that is more convenient for you. To discuss the availability of disclosure in different formats, contact Josie Moss at: 8375 Hills Parkway, Montgomery, Texas 77316 and (281) 292-8866.

The terms of your contract will govern your franchise relationship. Don’t rely on the disclosure document alone to understand your contract. Read all of your contract carefully. Show your contract and this disclosure document to an advisor, like a lawyer or an accountant.

Buying a franchise is a complex investment. The information in this disclosure document can help you make up your mind. More information on franchising, such as “[A Consumer’s Guide to Buying a Franchise](#),” which can help you understand how to use this disclosure document, is available from the Federal Trade Commission. You can contact the FTC at 1-877-FTC-HELP or by writing to the FTC at 600 Pennsylvania Avenue, NW, Washington, D.C. 20580. You can also visit the FTC’s home page at [www.ftc.gov](http://www.ftc.gov) for additional information on franchising.

There may also be laws on franchising in your state. Ask your state agencies about them.

Issuance Date: August 17, 2023.

## How to Use This Franchise Disclosure Document

Here are some questions you may be asking about buying a franchise and tips on how to find more information.

| QUESTION   | WHERE TO FIND INFORMATION  |
|--|--|
| <b>How much can I earn?</b>  | Item 19 may give you information about outlet sales, costs, profits or losses. You should also try to obtain this information from others, like current and former franchisees. You can find their names and contact information in Item 20 or Exhibits D and E. |
| <b>How much will I need to invest?</b>   | Items 5 and 6 list fees you will be paying to the franchisor or at the franchisor's direction. Item 7 lists the initial investment to open. Item 8 describes the suppliers you must use.   |
| <b>Does the franchisor have the financial ability to provide support to my business?</b> | Item 21 or Exhibit F includes financial statements. Review these statements carefully.   |
| <b>Is the franchise system stable, growing, or shrinking?</b>                            | Item 20 summarizes the recent history of the number of company-owned and franchised outlets.   |
| <b>Will my business be the only AAAC Wildlife Removal business in my area?</b>           | Item 12 and the "territory" provisions in the franchise agreement describe whether the franchisor and other franchisees can compete with you.  |
| <b>Does the franchisor have a troubled legal history?</b>                                | Items 3 and 4 tell you whether the franchisor or its management have been involved in material litigation or bankruptcy proceedings.   |
| <b>What's it like to be an AAAC Wildlife Removal franchisee?</b>                         | Item 20 or Exhibits D and E list current and former franchisees. You can contact them to ask about their experiences.  |
| <b>What else should I know?</b>  | These questions are only a few things you should look for. Review all 23 Items and all Exhibits in this disclosure document to better understand this franchise opportunity. See the table of contents.  |

## What You Need to Know About Franchising *Generally*

**Continuing responsibility to pay fees.** You may have to pay royalties and other fees even if you are losing money.

**Business model can change.** The franchise agreement may allow the franchisor to change its manuals and business model without your consent. These changes may require you to make additional investments in your franchise business or may harm your franchise business.

**Supplier restrictions.** You may have to buy or lease items from the franchisor or a limited group of suppliers the franchisor designates. These items may be more expensive than similar items you could buy on your own.

**Operating restrictions.** The franchise agreement may prohibit you from operating a similar business during the term of the franchise. There are usually other restrictions. Some examples may include controlling your location, your access to customers, what you sell, how you market, and your hours of operation.

**Competition from franchisor.** Even if the franchise agreement grants you a territory, the franchisor may have the right to compete with you in your territory.

**Renewal.** Your franchise agreement may not permit you to renew. Even if it does, you may have to sign a new agreement with different terms and conditions in order to continue to operate your franchise business.

**When your franchise ends.** The franchise agreement may prohibit you from operating a similar business after your franchise ends even if you still have obligations to your landlord or other creditors.

### Some States Require Registration

Your state may have a franchise law, or other law, that requires franchisors to register before offering or selling franchises in the state. Registration does not mean that the state recommends the franchise or has verified the information in this document. To find out if your state has a registration requirement, or to contact your state, use the agency information in Exhibit A.

Your state also may have laws that require special disclosures or amendments be made to your franchise agreement. If so, you should check the State Specific Addenda. See the Table of Contents for the location of the State Specific Addenda.

## Special Risks to Consider About *This* Franchise

Certain states require that the following risk(s) be highlighted:

1. **Out-of-State Dispute Resolution.** The franchise agreement requires you to resolve disputes with the franchisor by mediation, arbitration and/or litigation only in Texas. Out-of-state mediation, arbitration, or litigation may force you to accept a less favorable settlement for disputes. It may also cost more to mediate, arbitrate, or litigate with the franchisor in Texas than in your own state.
2. **Minimum Annual Revenues.** The franchise may be terminated if the minimum annual revenues in the Franchise Agreement are not met.
3. **Mandatory Minimum Payments.** After your first 12 months of operation, you must make minimum monthly royalty fees, regardless of your sales levels. Your inability to make the payments may result in termination of your franchise and loss of your investment.

Certain states may require other risks to be highlighted. Check the “State Specific Addenda” (if any) to see whether your state requires other risks to be highlighted.

## Table of Contents

|   |    |
|---|----|
| Item 1: The Franchisor, and any Parents, Predecessors, and Affiliates.....                | 1  |
| Item 2: Business Experience.....  | 4  |
| Item 3: Litigation.....   | 4  |
| Item 4: Bankruptcy.....   | 4  |
| Item 5: Initial Fees.....   | 4  |
| Item 6: Other Fees.....   | 6  |
| Item 7: Estimated Initial Investment.....   | 13 |
| Item 8: Restrictions on Sources of Products and Services.....                             | 16 |
| Item 9: Franchisee's Obligations.....   | 19 |
| Item 10: Financing.....   | 20 |
| Item 11: Franchisor's Assistance, Advertising, Computer Systems, and Training.....        | 21 |
| Item 12: Territory.....   | 29 |
| Item 13: Trademarks.....  | 31 |
| Item 14: Patents, Copyrights, and Proprietary Information.....                            | 33 |
| Item 15: Obligation to Participate in the Actual Operation of the Franchise Business..... | 34 |
| Item 16: Restrictions on What the Franchisee May Sell.....                                | 34 |
| Item 17: Renewal, Termination, Transfer and Dispute Resolution.....                       | 35 |
| Item 18: Public Figures.....  | 41 |
| Item 19: Financial Performance Representations.....                                       | 41 |
| Item 20: Outlets and Franchisee Information.....  | 41 |
| Item 21: Financial Statements.....  | 46 |
| Item 22: Contracts.....   | 46 |
| Item 23: Receipts.....  | 47 |

## **Exhibits**

- A. State Agencies / Agents for Service of Process
- B. Franchise Agreement and Exhibits
- C. Sample General Release
- D. List of Current Franchisees
- E. List of Former Franchisees
- F. Financial Statements
- G. Operations Manual Table of Contents
- H. Promissory Note

## **ITEM 1: THE FRANCHISOR, AND ANY PARENTS, PREDECESSORS, AND AFFILIATES.**

To simplify the language in this Franchise Disclosure Document, “we” or “us” means the franchisor, AAAC Support Services, LLC. “You” means the person or entity that purchases the franchise. If the franchisee is a corporation, partnership or other entity, “you” also includes its owners or partners.

### The Franchisor

AAAC Support Services, LLC is a Texas limited liability company that was formed on March 18, 2014. Our principal business address is 8375 Hills Parkway, Montgomery, Texas 77316, and our telephone number is (281) 292-8866. Our agent for service of process in the states whose franchise laws require us to name a state agency as agent for service is disclosed in Exhibit A to this disclosure document.

We do business under our company name and under the name “AAAC Wildlife Removal,” and “AAAC Wildlife Removal A All Animal Control.” Prior to March 2018, we only offered the franchise under our “A All Animal Control” name and mark, but have now transitioned all of our franchisees over to the “AAAC Wildlife Removal” name and mark. However, our current principal logo includes both “AAAC Wildlife Removal” and “A All Animal Control,” but new franchisees will be required to use the trade name “AAAC Wildlife Removal.”

We offer and sell franchises for AAAC Wildlife Removal businesses. We grant you the right to operate an AAAC Wildlife Removal business under the terms of the Franchise Agreement (“Franchise Agreement”) attached to this disclosure document as Exhibit B. We have not offered franchises in any other line of business. Nor are we engaged in other business activities. We started offering franchises in or around April 2014.

We do not own and operate AAAC Wildlife Removal businesses, but we may choose to do so in the future. However, our affiliate owned and operated an AAAC Wildlife Removal business similar to the franchise offered in this disclosure document in the Denver, Colorado area from approximately November 2017 to March 2022. We refer to this affiliate-owned business as “Company-Owned.” Our affiliate has never offered franchises in this or any other line of business.

Our CEO and President, Josie and Brian Moss, also own an AAAC Wildlife Removal franchise in the North Houston, Texas area. They have owned and operated this franchise since approximately July 2008. We do not refer to this franchised business as a Company-Owned business.

### Parents or Predecessors

We do not have any parents.

Our predecessor is AAAC Support Services, Inc. (“Predecessor”), an entity which is separate and apart from Franchisor, AAAC Support Services, LLC. Although, our name is almost identical to the name of our Predecessor, we are not the same. We have no common ownership with our Predecessor. Our business entity was not converted from or merged from our Predecessor.

Our Predecessor is a Colorado corporation that was formed in February 2000 and had a principal business address of 13490 Garfield Street, Thornton, Colorado 80241. Our Predecessor

did business as AAAC Support Services and offered “A All Animal Control” franchises from approximately May 2000 through March 2014. Our Predecessor did not offer franchises in any other line of business.

We purchased substantially all of the assets of our Predecessor pursuant to a written Asset Purchase Agreement, effective April 1, 2014. We are now the sole owner of all Proprietary Marks, the System, and all other intellectual property contemplated herein. Our Predecessor assigned us all rights in all franchise agreements it had signed with its A All Animal Control franchisees as of the date of the asset purchase transaction.

Our Predecessor no longer has any ownership interests or rights in the System or the Proprietary Marks, or any goodwill associated therewith.

### Affiliates

We do not have any affiliates that offer franchises in any line of business or provide products or services to our franchisees.

### The Franchised Business

Under the Franchise Agreement, you will have the right to establish and operate an AAAC Wildlife Removal business in a specified geographic territory using the Proprietary Marks and the System, described below (the “Franchised Business”). You will operate the Franchised Business using our unique and distinctive trade name and business format, methods and processes (the “System”) as we specify in the Franchise Agreement and our confidential operating manual(s) (the “Operating Manual” or “Manual”).

As our franchisee, you will conduct business under the name “AAAC Wildlife Removal” and the service mark “AAAC Wildlife Removal / A All Animal Control”, and all other identifying marks, trade names, logos, symbols, insignias, trademarks, service marks and designs that we use now, or that we may designate in the future (“Proprietary Marks”).

The System is characterized by distinctive design and color scheme, signage, vehicle wraps/graphics or other markings, advertising techniques, trade practices, operating standards, methods and procedures, techniques for providing the wildlife control and pest control services, various business forms, training materials, manuals, including the Manual, sales and business techniques, management control systems, our proprietary software and computer programs, inventory and cost controls, recordkeeping, and reporting, and other proprietary operational processes and any guidelines, standards, specifications, rules, procedures, policies, methods, requirements, and directives we establish, all of which may change from time to time at our sole discretion, as set forth in our Manual or otherwise.

Your Franchised Business will consist of performing a wide variety of animal and wildlife management, damage control, removal and prevention services, as well as related handyman services, for residential homes and commercial and institutional buildings located within your designated territory (“Territory”), including, but not limited to, trapping, exclusion and damage repair, consulting, carcass removal, animal transportation, deodorizing, air purification, municipal animal control, non-vertebrate and vertebrate pest control, habitat management, attic and crawl space restoration services, weatherization, gutter protection systems, and all other wildlife management services approved by us and related product sales (collectively referred to as “wildlife control services”).



## Market Conditions and Competition

The general market for wildlife control services is developed and growing, and it is becoming increasingly competitive. The products and services of your Franchised Business will be sold to persons primarily who own residential or commercial property. The sales may be seasonal depending on weather and/or the geographic area of your Territory. Wildlife control services will often be sold to persons who own, reside or work at a property.

You will be competing for customers with a variety of other individuals, businesses and indirect competitors. Your competitors will include: (i) national, regional or local businesses which provide wildlife-control-related services, some of which may be franchised, and/or (ii) individual wildlife control technicians.

## Regulation of Industry

The products and services you sell may be subject to local, county and state regulation. By way of example only, the wildlife control services industry in Texas is regulated by Texas Department of Agriculture – Structural Pest Control Service. And, by way of example, in Texas, anyone who is in the wildlife control industry, including small companies owned/operated by a single individual as well as national companies, must be licensed by the Texas Department of Agriculture. Usually Fish and Game agencies or Departments of Natural Resources issue permits for wildlife control activities and the Department of Agriculture issues pest control licenses if you are using pesticides. You will need to consult the laws of your jurisdiction.

A license obtained in one state may not have any reciprocal effect in another state. If you and/or your workers do not have the necessary license(s), you may be prohibited from performing these segments of the Franchised Business. You may also need a business license, and possibly other licenses or permits, from your local or state government to operate your Franchised Business.

We are aware of some specific federal laws governing the wildlife industry related to releasing of wildlife or euthanizing captured wildlife. By way of example, you will be required to comply with the Migratory Bird Treaty Act - <http://www.fws.gov/laws/lawsdigest/migtrea.html>; the Endangered Species Act - <http://www.fws.gov/endangered/laws-policies/index.html>; and Federal Fungicide, Insecticide and Rodenticide Act - <http://www.epa.gov/oecaagct/lfra.html>.

We are not obligated to provide you with guidance about these laws and regulations and you are solely responsible for knowing about and complying with all laws and regulations applicable to your Franchised Business. We recommend that you consult with your attorney for an understanding of these laws.

Among other licenses and permits you may need are: Zoning or Land Use Approvals, Sunday Sale Permits, Sales and use Tax Permits, Special Tax Stamps, Fire Department Permits, Health Permits, Alarm Permits, County Occupational permits, Retail Sales Licenses, and Wastewater Discharge Permits. In addition, your Franchised Business will be subject to laws and regulations that apply to businesses, generally. It is your sole obligation to comply with all applicable laws, including, but not limited to, immigration and naturalization laws, discrimination laws, as well as federal and state tax laws, including those promulgated by the United States Internal Revenue Service. There may be other laws, rules or regulations which may affect your Franchised Business, including, laws concerning the protection of customer's credit card numbers and

financial data, minimum wage and labor laws, including requirements pursuant to the Fair Labor and Standards Act, along with the ADA, OSHA and EPA considerations.

You should consult with your own legal counsel to determine the applicability of these and other laws and regulations to the operation of your Franchised Business.

**ITEM 2: BUSINESS EXPERIENCE.**

Josie Moss – Chief Executive Officer/Manager

Josie Moss is our Chief Executive Officer and one of the Managers of the Franchisor. She is also one of our owners/members. She has been our Chief Executive Officer and a Manager and owner of the Franchisor since we were first formed in March 2014. From January 2009 to the present, Mrs. Moss has also been a franchise owner of the AAAC Wildlife Removal of North Houston franchise in North Houston, Texas.

Brian Moss – President/Manager

Brian Moss is our President and the other Manager of the Franchisor. He is also our other owner/member. He has held these positions and been an owner since we were first formed in March 2014. From January 2009 to the present, Mr. Moss has also been a franchise owner and has run field operations of the AAAC Wildlife Removal of North Houston franchise in North Houston, Texas.

**ITEM 3: LITIGATION.**

No litigation is required to be disclosed in this Item.

**ITEM 4: BANKRUPTCY.**

No bankruptcies are required to be disclosed in this Item.

**ITEM 5: INITIAL FEES.**

Initial Franchise Fee

For each Franchised Business, we charge an Initial Franchise Fee ranging from \$17,000 to \$30,000 depending on the size of your designated territory (“Territory”), based on the then-current census data available. We offer franchises for 4 territory sizes, which correspond to an Initial Franchise Fee, as shown on the following chart:

| <b>Population</b>      | <b>Initial Franchise Fee</b> |
|------------------------|------------------------------|
| 300,000 to 500,000     | \$17,000                     |
| 500,001 to 1,000,000   | \$20,000                     |
| 1,000,001 to 2,500,000 | \$25,000                     |
| 2,500,001 and up       | \$30,000                     |

You must pay the Initial Franchise Fee in full when you sign the Franchise Agreement. The Initial Franchise Fee is not refundable under any circumstances once paid.

Veterans of the United States military who have been honorably discharged will receive a discount of \$2,500 from their Initial Franchise Fee.

The Initial Franchise Fee is typically uniform.

If you currently are in the wildlife control service business and you have customers within the Territory you receive under the Franchise Agreement, you and we will negotiate and agree upon the amount of the credit you will receive against the Initial Franchise Fee. Following the effective date of your Franchise Agreement, you will service these customers as an AAAC Wildlife Removal franchisee, using the Proprietary Marks, and pay to us the royalties and other fees due on the revenues from these customers and abide by all other terms and conditions of the Franchise Agreement. These customers and the list and information of these customers will belong to us and, upon the expiration or termination of the Franchise Agreement, you will have no right to solicit or service these customers or to the list or information of these customers.

If you currently are in the wildlife control services business and you have customers outside of your Territory, then we may, at our option, require you to assign those customer contracts to us, or to someone who we designate. If we exercise our option, you and we will negotiate and agree upon the amount of the credit you will receive toward the applicable Initial Franchise Fee. In such event, these customers and the list and information of these customers will belong to us and, upon the expiration or termination of the Franchise Agreement, you will have no right to solicit or service these customers or to the list or information of these customers.

#### Opening Purchase of Animal Equipment and Marketing Materials

Before you commence operations, you must purchase from us an initial supply of animal control equipment, branded business cards, stationary, brochures, door hangers, flyers, banners, and other branded marketing materials and merchandise. We estimate that your cost to purchase such items is \$3,000 - \$6,000. These costs are not refundable.

#### Technology Fee

Your first month's technology fee, which is currently \$200, is due to us 30 days prior to the opening of your Franchised Business. This fee currently includes your use of our mobile application and marketing analytics dashboard, as well as local marketing consultation services that we may, but are not required to, provide you from time to time. This fee is not refundable.

You are not required to pay us or our affiliates any other fees or payments for goods or services before your Franchised Business commences operation.

**ITEM 6: OTHER FEES.**

**OTHER FEES**

| <b>Type of Fee (note 1)</b>    | <b>Amount</b>  | <b>Due Date</b>   | <b>Remarks</b>   |
|--------------------------------|--|---|--|
| Royalty Fee                    | 6% of Gross Revenues, plus possible gross-up for state or local taxes ("Royalty").<br><br>After your first 12 months of operation, you will have a minimum monthly Royalty of \$700. | Monthly. Paid by Electronic Funds Transfer (EFT) every 10 <sup>th</sup> day of the month for the preceding month. | See note 1 and 2.<br><br>If your state imposes a state gross receipts or state income tax upon the fees you pay to us, you also agree to pay an additional amount to us so that the amount we receive after the deduction, payment or withholding will equal the full amount to be stated or payable to us.  |
| Advertising Fund Fee           | 1% of Gross Revenues.  | Monthly. Paid by EFT.   | See note 1 and 2.  |
| Local Advertising Requirement  | \$1,000 or 5% of your prior month's Gross Revenues, whichever is greater.  | Monthly.  | You will be required to spend this minimum amount on local advertising in your Territory that we approve and require. If you fail to make the Local Advertising Requirement, you must pay to the Advertising Fund an amount equal to the difference between the Local Advertising Requirement and the amount actually spent for local advertising.<br><br>(note 2) |
| Local/Regional Cooperative Fee | Up to 1% of Gross Revenues   | Monthly.  | We do not currently have any Cooperatives. If established. This fee will be in addition to the Advertising Fund Fee, but shall be credited against your Local Advertising Requirement.   |
| Technology Fee                 | Currently, \$200 per month.  | Monthly. Paid by EFT.   | This fee currently includes your use of our mobile application and marketing analytics dashboard, as well as local marketing consultation services that we may, but are not required to, provide from time to time.  |

| Type of Fee (note 1)  | Amount  | Due Date                                  | Remarks   |
|---|---|---|---|
|   |   |   | This fee is subject to change and may increase.   |
| Social Media Management Fee                                   | We do not currently collect this fee.   | Monthly. Paid by EFT.                     | We reserve the right to collect this fee in the future, which would include social media management and posting services provided by us and/or our designee. This fee is subject to change and may increase.  |
| Website Fee   | We do not currently collect this fee, but reserve the right to collect this fee in the future.  |   | We may impose this fee in connection with hosting any website established and/or maintained by us. This fee is subject to change and may increase.  |
| Franchise Renewal Fee   | 20% of the then-current Initial Franchise Fee being charged to new franchisees for the size of your Territory.  | When we sign renewal Franchise Agreement. | You will have the right to renew the Franchise Agreement before the expiration of the Initial Term for 1 additional consecutive term of 10 years, provided all the conditions set forth in Section 2.2 of the Franchise Agreement have been fulfilled upon the renewal term.  |
| Re-Training Fee or Additional Trainees (for Initial Training) | <p>Currently, \$500 per person, per day, plus trainee's travel, transportation, lodging, meals and other living expenses.</p> <p>We may increase this fee to up to \$1,000 per person, per day.</p> | Before re-training                        | <p>If we reasonably conclude that you (or, if Franchisee is an entity, your Operating Partner) or your designated Manager (if applicable) failed to attend or successfully complete the Initial Training Program and must re-enroll, we will charge this fee, as stated in the Manual or otherwise.</p> <p>Initial training is provided to 2 people at no additional charge. We will charge this fee if you request initial training of more than 2 people.</p> <p>You are responsible for training all replacement managers and all other employees. Any new Operating Partner must attend</p> |

| Type of Fee (note 1)                         | Amount  | Due Date   | Remarks   |
|--|---|--|---|
|  |   |  | the Initial Training Program, for which we will charge this fee.  |
| Training Cancellation Fee                    | Our out-of-pocket costs.  | Upon invoice                                       | If you fail to cancel scheduled training at least 14 days prior to such training or if you are not prepared to successfully complete training, we may charge you the cost of conducting the originally scheduled training (including any travel and living expenses incurred by us or our representatives). In addition, we may charge you the On-Site Assistance Fee for any days our trainers were scheduled to be at your Franchised Business.   |
| On-Site Assistance (if we agree to provide)  | <p>Currently, \$500 per day, plus our travel, transportation, lodging, meals and other living expenses.</p> <p>We may increase this fee to up to \$1,000 per day.</p> | Upon invoice                                       | We will not be obligated to provide you any on-site training, but if we elect to do so, we will impose a fee for each day of any on-site training or assistance we agree to provide. In addition, you must also pay all expenses incurred by us in connection with the additional on-site training, including, but not limited to, travel, transportation, meals, lodging and other living expenses.  |
| Additional Training and/or Refresher Courses | Up to \$1,000 per trainee per program, plus trainees' salaries, travel, transportation, meals and other living expenses.  | Prior to additional training or refresher courses. | We may require you to attend mandatory refresher or additional training programs at our corporate headquarters (or other location designated by us) on an annual basis, and may, from time to time, require you (or, if Franchisee is an entity, the Operating Partner) or, if applicable, your designated Manager to attend webinars or other online, web-based training or courses. We will charge you our then-current fees for this training (unless a webinar or online training or course). |

| <b>Type of Fee</b> (note 1)   | <b>Amount</b>   | <b>Due Date</b>              | <b>Remarks</b>   |
|---|---|------------------------------|--|
| Late Payment Fee  | \$100 on each payment due under the Franchise Agreement that is not received by us within 5 days after the due date.                                  | As incurred.<br>Paid by EFT. |  |
| Interest on Late Payments   | Interest at 18%, or the highest interest rate permitted by law, whichever is less, per annum for any payment not received within 30 days of due date. | As incurred.                 |  |
| Charge for returned check or nonpayment due to "Insufficient Funds" or otherwise. | Our out-of-pocket costs and an administrative fee of \$35.  | As incurred.                 | Paid only if bank payment is refused for any check or pre-authorized draft.  |
| Insurance   | Amount of insurance procured for you by us, plus an administrative fee of 18%.  | On demand.                   | Under the Franchise Agreement, you are obligated to obtain various types of insurance with state amounts of coverage and deductibles. If you fail to obtain or maintain such insurance coverage, we may, but are not obligated to, obtain the required insurance and keep it in force and effect. If we obtain such insurance, you shall pay us, upon demand, these amounts. |
| Damages, Costs and Attorneys' Fees  | Actual amount of damages, attorneys' fees, costs and expenses incurred by us.   | As incurred.                 | You must pay for our damages, expenses, costs and attorneys' fees if we are successful in enforcing any term of the Franchise Agreement, or any other rights that we may have as a matter of law arising out of the franchise relationship.  |
| Indemnification Fees  | Actual amount of damages we suffer, including attorney's fees, costs and expenses.  | As incurred.                 | You must indemnify us against any and all losses, costs, expenses (including attorneys' and experts' fees), court costs, claims, demands, damages, liabilities, however caused, arising from the ownership or  |

| <b>Type of Fee</b> (note 1)                | <b>Amount</b>  | <b>Due Date</b>  | <b>Remarks</b>   |
|--|--|------------------|--|
|  |  |                  | operation of your Franchised Business.   |
| Transfer Fee                               | \$7,500  | Before transfer. | Payable if you transfer or assign your Franchised Business.  |
| Audit or Financial Review Costs            | Actual amount of audit or financial review, including, without limitation, wages paid by us to our employees, travel expenses, and reasonable accounting and legal fees, plus the late fee and interest due under the Franchise Agreement, as well as the actual amount of fees due as a result of the underreporting. | As incurred.     | <p>Paid only if an audit or financial review of your Franchised Business reveals that you understated Gross Revenues by 2% or more for any reporting period, or if an audit, review or inspection is prompted by your failure to maintain any records or to timely submit any report or other information required by the Franchise Agreement.</p> <p>Audit costs could range from \$6,000 to \$15,000, or higher.</p> |
| Approval of Alternative Products, Services | The greater of \$2,500 or our costs incurred in evaluating the product and/or services, whether or not approved.   | Upon invoice.    | We will charge you this amount if you request our approval of an alternative supplier of products or services.   |
| Annual Franchise Conference Fee            | Currently, \$500 - \$1,000 per person, plus your travel, transportation, meals and other living expenses.  | As incurred      | You are required to attend our Annual Franchise Conference. This fee is subject to change and may increase.  |
| Annual Franchise Conference No Show Fee    | Currently, \$1,000   | As incurred      | We may charge you this fee if you fail to attend the Annual Franchise Conference, which is mandatory. This fee is subject to change and may increase.  |
| De-identification Fee                      | Our actual costs, plus interest and an administrative fee equal to 15% of our actual costs   | Upon invoice.    | Payable if we terminate the Franchise Agreement, you fail to de-identify the branch and/or any vehicles, and we make the required changes on your  |



| Type of Fee (note 1)                                    | Amount  | Due Date   | Remarks  |
|---|---|--|--|
|   |   |  | behalf.  |
| Credit Card Service Fees                                | The transaction fees charged to us, which are estimated to be from 2.5% to 5.0% of transaction amounts. Other fees may apply depending on the vendor used for credit card processing.   | As incurred, upon payment by credit card.          | Payable if you pay any fees or other payments due to us by credit card. Notwithstanding, you are required to pay all fees and costs to us by EFT.  |
| Additional Territory Area Fee (for Territory Expansion) | <p>As agreed upon by you and us. We may, however, charge the then-current Initial Franchise Fee charged to new franchisees for the size of the additional territory area(s).</p> <p>Upon your purchase of an additional territory area(s), the Website Fee, Technology Fee and/or Social Media Management Fee may increase if additional territory area(s) are advertised or marketed as a separate business, in our sole discretion.</p> | Upon your purchase of an additional territory area | If, during the term of your Franchise Agreement, you request, and we agree, in our sole and absolute discretion, that you may expand your Territory by purchasing an additional territory area that is contiguous to your Territory, the additional franchise fee for the added territory will be subject to the negotiation and mutual agreement of you and us. |
| Computer Maintenance and Help Desk Fee                  | Then-current fees.  | On demand.   | We do not presently charge this fee, but reserve the right to in the future if we or an affiliate provide you with maintenance and support services for your computer system, which we have no obligation to do.   |

| <b>Type of Fee</b> (note 1) | <b>Amount</b>   | <b>Due Date</b>      | <b>Remarks</b>  |
|-----------------------------|---|----------------------|---|
| E-Mail Address              | Currently, no charge for one e-mail address; and \$10 per month for each additional e-mail address you request. | Monthly              | We will provide you with one (1) e-mail address for you to use only in connection with your Franchised Business. If you request additional e-mail addresses, you must pay this additional fee per each additional e-mail address you request. This fee is subject to change and may increase. |
| Management Fee              | Up to \$800 per week, plus Franchisor's expenses.   | Weekly, as incurred. | Payable only if we elect to manage your Franchised Business after death or disability of Franchisee or owner with a controlling interest in the franchise.  |

Note 1: Unless this disclosure document specifically provides otherwise, we directly impose all the fees in this table, you pay them to us, and they are non-refundable. Some franchisees with prior versions of the franchise agreement pay fees at different rates or amounts than provided above. We endeavor to impose these fees uniformly, but reserve the right to make variances in special circumstances. Under Section 5.9 of the Franchise Agreement, all Royalty Fees, Advertising Fund Fees, Technology Fees, Social Media Management Fees, Website Fees, and all other fees and costs required to be paid to us must be paid by Electronic Funds Transfer (EFT). You agree to comply with our payment instructions, and to sign any and all documents and forms necessary to effectuate the automatic bank drafts. See Exhibit 4 to the Franchise Agreement.

Note 2: "Gross Revenues" means all revenues and income from whatever source derived or received by you from, through, by or on account of the operation of the Franchised Business, whether received in cash, in services, in kind, on credit (whether or not payment is received), bartering, or otherwise. There will be deducted from Gross Revenues, to the extent they have been included: (i) all sales tax receipts or similar tax receipts which, by law, are chargeable to buyers, if you separately states the taxes when the buyer is charged and if you pay the taxes to the appropriate taxing authority; and (ii) any documented refunds, chargebacks, credits and allowances given in good faith to buyers by you (such deductions will not include any credit card user fees, returned checks or reserves for bad credit or doubtful accounts). The use of any coupons or other discounts, waivers, or any bartering or exchange transactions, or the sale of any unapproved products or services bearing the Proprietary Marks without our prior written approval is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by you in such case shall also be included in the definition of Gross Revenues.

**ITEM 7: ESTIMATED INITIAL INVESTMENT.**

**YOUR ESTIMATED INITIAL INVESTMENT**

| <b>Type of Expenditure</b>                                | <b>Amount</b>       | <b>Method of Payment</b> | <b>When Due</b>                        | <b>To Whom Payment is to be Made</b> |
|---|---------------------|--------------------------|--|--------------------------------------|
| Initial Franchise Fee (note 1)                            | \$17,000 - \$30,000 | Lump sum                 | Upon execution of Franchise Agreement  | Us                                   |
| Real Property (note 2)                                    | \$0 - \$3,600       | Lump sum                 | Upon execution of lease, if applicable | Landlord                             |
| Equipment & Supplies -- Office (note 3)                   | \$3,000 to \$4,000  | As Agreed                | As Incurred                            | Suppliers                            |
| Animal Control Equipment and Marketing Materials (note 4) | \$3,000 to \$6,000  | Lump sum                 | Prior to opening                       | Us                                   |
| Service Vehicle (note 5)                                  | \$0 to \$20,000     | As Agreed                | As Incurred                            | Suppliers                            |
| Vehicle Wrap or Graphics Package (note 6)                 | \$500 to \$4,500    | As Agreed                | As Incurred                            | Approved Suppliers                   |
| Licenses & Permits (note 7)                               | \$250 to \$500      | Lump sum                 | As Incurred                            | Government                           |
| Professional Fees (note 8)                                | \$1,000 to \$2,500  | As Agreed                | As Incurred                            | Professionals                        |
| Initial Inventory (note 9)                                | \$250 to \$500      | Vendor Terms             | As Incurred                            | Suppliers                            |
| Grand Opening Advertising (note 10)                       | \$3,000 to \$5,000  | As Agreed                | As Incurred                            | Third Party Vendors                  |
| Travel and Living Expenses While Training (note 11)       | \$750 to \$2,000    | As Incurred              | As Incurred                            | Travel, Food, and Lodging Suppliers  |

| Type of Expenditure   | Amount               | Method of Payment                  | When Due                                | To Whom Payment is to be Made   |
|---|----------------------|------------------------------------|---|---------------------------------|
| Insurance Premium, Excluding Workers Compensation Insurance (for 1st month) (note 12) | \$150 to \$750       | As Determined by Insurance Company | As Required by Insurance Company Policy | Insurance Company               |
| Technology Fee (1st month)  | \$200                | Lump sum                           | 30 days prior to opening.               | Us                              |
| Additional Funds for First 3 Months of Operations (note 13)                           | \$15,000 - \$32,000  | As incurred                        | As incurred                             | Us, Third Parties and Employees |
| TOTAL ESTIMATED INITIAL INVESTMENT  | \$44,100 - \$111,550 | N/A                                | N/A                                     | N/A                             |

Notes: Amounts paid to suppliers or third parties (other than us) may or may not be refundable, depending on the arrangement you make with the supplier.

**Note 1 – Initial Franchise Fee:** The Initial Franchise Fee is non-refundable and varies, depending on the size of your Territory. See Item 5 for a description of the Initial Franchise Fee. We may finance all or part of the Initial Franchise Fee. See Item 10 for the terms of such financing.

**Note 2 – Real Property:** You will need a small amount of space for office work and a place to park the vehicle you use for your business. We expect that you will operate your Franchised Business from your home or residence. However, you may lease office space for your Franchised Business. If you do, the high range estimate considers the estimated costs of the first month's rent, a security deposit and advance rent (or, 3 months of rental costs) that most landlords require their tenants to provide upon execution of the lease.

**Note 3 – Equipment & Supplies -- Office:** This amount includes estimated costs associated with a computer, printer, retail computer software, furniture, furnishings, telephones, other office equipment and fixtures, stationery and other paper, and other similar office equipment and supplies.

**Note 4 – Animal Control Equipment and Marketing Materials:** This estimate is for the initial supply of animal control equipment, branded business cards, stationary, brochures, door hangers, flyers, banners, and other branded marketing materials and merchandise that you must purchase from us.

**Note 5 – Service Vehicle:** You will be expected to have a pick-up truck or van to use as your service vehicle for the Franchised Business. You may use a vehicle you already own, subject to our approval. All vehicles used in the operation of your Franchised Business must meet, and must be maintained in accordance with, our then-current standards and specifications. If you do not have such a vehicle, the estimated cost for this type of vehicle is between \$15,000 and \$20,000. If you elect to finance or lease this vehicle, you will incur a monthly lease expense in lieu of the expenses for purchase described in this chart. Such expense could vary, depending upon the type of lease or length of financing.

**Note 6 – Vehicle Wrap or Graphics Package:** You will be required to purchase our required vehicle wrap or graphics package for your service vehicle(s) (see Note 5). You can choose the vehicle wrap or graphics package, but the graphics package can only be used on a black colored service vehicle. If you do not have a black service vehicle, then you must purchase the vehicle wrap. This estimate is for the cost to wrap 1 service vehicle or for a graphics package for 1 service vehicle. If you use more than 1 vehicle in the operation of your Franchised Business, you will also need to purchase our required wrap or graphics package for such vehicles. You must have your service vehicle(s) wrapped or graphics applied prior to commencing operation of your Franchised Business.

**Note 7 – Licenses and Permits:** As stated in Item 1, some states (or other governmental bodies) require you and your employees who provide wildlife-control-related services may be required to obtain special licenses to perform certain aspects of the services you will offer. Fees are charged for these licenses. This estimate does not include any research or time necessary to prepare for any testing necessary to obtain such licensing. Additionally, some state or local governments require additional business operation permits. The costs of obtaining these licensing and permits will vary according to local and state regulations. You should consult your lawyer or your state and local authorities about the specific legal requirements for licenses, permits and related types of expenses in your area. You are responsible for all costs associated with all licenses and permits.

**Note 8 – Professional Fees:** This amount includes estimated amounts for the review of franchise documents and other contracts by a professional such as an attorney or CPA. This estimate does not include professional fees for the creation of any legal entity.

**Note 9 – Initial Inventory:** This range reflects the cost of purchasing a basic inventory of animal control products, which may be applied at customer properties in connection with the services provided by the Franchised Business. This estimate is for approximately one month's inventory of animal control products.

**Note 10 – Grand Opening Advertising:** We recommend that you spend approximately \$3,000 to \$5,000 on grand opening advertising, marketing and promotional activities about one month before and one month after the opening of your Franchised Business. All such materials, media, special events and public relations activities must be approved in advance by us.

**Note 11 – Travel and Living Expenses While Training:** You will incur all costs and expenses associated with attending the mandatory training program. These costs include transportation, lodging, compensation of employees and meals. Generally, these costs will vary as a function of the distance traveled, the lodgings selected, the distance between the lodgings and the training location and the type of transportation selected. The estimate contemplates attendance

of 2 persons traveling to our home office in Montgomery, Texas, and attending initial training as contemplated in the Franchise Agreement.

**Note 12 – Insurance Premium (for 1<sup>st</sup> month):** You may be required to pay your entire annual insurance premium initially, or your insurance provider may allow you to pay it over a period of months and/or require a down payment. The figures in this chart represent an annual expense of \$1,800 to \$3,600. You are obligated under the Franchise Agreement to obtain and maintain the following types of insurance: All-Risk Insurance on all furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business; Commercial General Liability Insurance in the minimum amount of \$1,000,000 aggregate single coverage; automobile insurance with a minimum combined single limit of \$1,000,000; Employee Dishonesty Insurance with a minimum limit of \$10,000; and workers compensation insurance. These figures do NOT include Workers Compensation Insurance, which is calculated on the amount of your annual payroll and is rated by each individual state and by the individual employee categories; therefore, there may be a large variation in premiums.

**Note 13 – Additional Funds – 3 Months:** This is an estimate of the minimum funds needed only for opening expenses and working capital to operate the Franchised Business for a period of 3 months after opening. New businesses often generate a negative cash flow. You will need capital to support ongoing expenses, such as rent, insurance premiums, payroll to others, and additional supplies, to the extent that these costs are not covered by sales revenues. It does not include any salary or other payments to you or your principals, and does not include any lease payments you may incur as we anticipate that you will operate the Franchised Business from a home office. This is an estimate only and there is no assurance that additional capital will not be necessary during this period. Additionally, there is no assurance that you will not need additional capital for any subsequent period. We have not calculated sales tax or any other type of tax or fee that may be levied in connection with your Franchised Business. We relied on our affiliate's establishment of the Company-Owned business in the Denver, Colorado area, as well as our owners' experience in operating an AAAC Wildlife Removal/A All Animal Control franchise since 2009, to compile the amounts included in this chart. The amount will vary substantially depending on your situation and must be determined by you. The actual amount of additional funds you will need depends on a variety of factors, including: how closely you follow methods and procedures; your management skill, experience and business acumen; local economic conditions; the local market; prevailing wage rate; and the sales levels achieved during the initial period. You may have to put additional cash into the business. In addition, we recommend that you have sufficient additional funds available to cover your personal living expenses for a period of no less than six (6) months. These figures should be reviewed with an accountant and a business advisor before making a decision to purchase a franchise.

#### **ITEM 8: RESTRICTIONS ON SOURCES OF PRODUCTS AND SERVICES.**

To help assure a uniform image and uniform quality of products and services in all AAAC Wildlife Removal businesses, you must purchase all signs, equipment, software, technology platforms and installation services, vehicle wraps or graphics, branded marketing materials, supplies and merchandise, animal control equipment, GPS services, and other products, materials and services required for the operation of your Franchised Business solely from suppliers who have been approved or designated by us, which include us and/or our affiliates. We may require you to participate with us or other AAAC franchisees when purchasing certain items, products or services to be sold or utilized in your Franchised Business. We require you to purchase other products, supplies, equipment and services by brand name or specification, from vendors of your choice. These products, vendors and specifications are identified periodically in the

Manual, or in notices from us, but may be changed or modified from time to time as we deem necessary.

We will furnish you with a list of approved manufacturers, suppliers and distributors and a list of approved inventory, equipment, products, signs, stationary, supplies and other items or services necessary to operate the Franchised Business. Although we do not directly provide material benefits to our franchisees based on their use of designated or approved sources, franchisees may receive discounts on products and/or services from those approved sources if offered by the suppliers. We do not guarantee any such discounts and such discounts may be terminated by the approved or designated source at any time.

We may offer to sell you these or other products and services (directly or through a designee). If we do, and if you decide to purchase these products or services from us or if we require you to purchase them from us, you must pay the prices we (or our designee) charge at that time (which will include a profit to us or our designee). Your costs for these products are usually non-refundable, though we (or our designee) may negotiate partial refunds for some items in special circumstances.

Currently, we require you to purchase your initial supply of animal control equipment, branded business cards, stationary, brochures, door hangers, flyers, banners, and other marketing materials and merchandise from us. Thereafter, you must purchase these items from our designated vendors.

You must purchase your vehicle wrap or graphics package from our approved vendor.

You must also use our technology platforms and mobile application, which you must obtain access to and set up through us. The fees for your use of these are currently included in the monthly Technology Fee that you must pay to us.

We also require you to purchase and maintain for your Franchised Business comprehensive general liability insurance of at least \$1,000,000 per occurrence limit and a minimum general aggregate limit of \$1,000,000; all-risk insurance on the Franchised Business's assets for their full replacement cost; automobile liability insurance for owned, hired and non-owned vehicles with a minimum combined single limit of \$1,000,000; employee dishonesty insurance with a minimum limit of \$10,000; workers' compensation; unemployment insurance and state disability insurance (as required by governing law); any other insurance required under federal, state, or local law applicable to the Franchised Business; and, at your option, business interruption insurance. You must name us as an additional insured and provide that the coverage afforded applies separately to each insured against whom a claim is brought as though a separate policy had been issued to each insured.

You must also purchase and maintain your service vehicle(s) in accordance with our then-current standards and specifications. We may in the future require you to purchase and install GPS services from an approved vendor.

You must notify us in writing if you want to offer for sale through the Franchised Business any brand of product or any services, or to use in the operation of the Franchised Business any brand of material, item or supply that is not then approved by us, or to purchase any product from a supplier that is not then designated by us as an approved supplier, for our review and written approval. If requested by us, you must submit samples and any other information as we may require for testing or to otherwise determine whether the product, material or supplies, or the

proposed supplier meets our specifications and quality standards. We will also have the right to require that our representatives be permitted to inspect the supplier's facilities. You will be responsible for all costs associated with such testing and evaluation. If we do not communicate to you our written approval of the proposed supplier or product within 60 days following our receipt of all the information and samples we request, the proposed supplier or product will be deemed unapproved. The supplier may be required to sign a supplier agreement. We may revoke approval of a previously approved item, service or supplier at any time and in our sole discretion, upon written notice.

We will base our approval of suppliers upon a variety of factors, including their ability to meet our then current standards and specifications; their quality controls; their capacity to supply our needs promptly and reliably; and their prices.

While we may, at our discretion, attempt to negotiate purchase arrangements with manufacturers and suppliers for the benefit of our franchisees and to secure lower pricing based on volume discounts, we have no obligation to do so, and any discounts or other purchasing arrangements are not guaranteed by us and may be terminated by the manufacturer/supplier at any time.

We did not receive any revenues from our franchisees in 2022 for the purchase of animal control equipment, branded business cards, stationary, brochures, door hangers, flyers, banners, and other marketing materials and merchandise. We did not receive any payments or other benefits from suppliers based on purchases or leases made by our franchisees during fiscal year 2022. Starting in 2020, our franchisees have the option to offer their customers financing through one of our vendors. For every franchisee that signs up for this service with our vendor, we will receive \$100 and 1/4 of any closed-loan revenue received by the vendor through our franchisees. In 2022, we did not receive any payments from this vendor. We reserve our right to receive additional financial incentives, rebates, or other forms of remuneration from our manufacturers, suppliers, and other third parties in the future, based on purchases or leases by our franchisees. We will retain for ourselves and for our benefit alone, any and all fees and payments received.

We estimate that your cost to purchase and lease products and services from us, our affiliates and/or vendors we designate or approve, or pursuant to our specifications, will account for approximately 60% - 75% of your total cost to establish your Franchised Business, and approximately 15% - 30% of your total cost to operate your Franchised Business on an ongoing basis.

There are no purchasing or distribution cooperatives in the AAAC Wildlife Removal system at this time that offer you products and equipment used in your Franchised Business, but we reserve the right to require you to participate in such a purchasing or distribution cooperative if established in the future.



## ITEM 9: FRANCHISEE'S OBLIGATIONS.

### FRANCHISEE'S OBLIGATIONS

This table lists your principal obligations under the franchise and other agreements. It will help you find more detailed information about your obligations in these agreements and in other items of this disclosure document.

| Obligation  | Section in Agreement           | Disclosure Document Item |
|---|--------------------------------|--------------------------|
| a. Site selection and acquisition/lease                     | Section 4.1                    | Items 7, 11 and 12       |
| b. Pre-opening purchases/leases                             | Sections 7.4, 7.7              | Items 5, 7 and 8         |
| c. Site development and other pre-opening requirements      | Sections 4.1, 7.7              | Items 7 and 11           |
| d. Initial and ongoing training                             | Sections 6.1 – 6.4             | Items 6 and 11           |
| e. Opening  | Section 7.7                    | Items 5 and 11           |
| f. Fees   | Sections 2.2, 3.1, 5.1 – 5.5   | Items 5, 6 and 7         |
| g. Compliance with standards and policies/ Operating Manual | Recitals; Article 7            | Items 8, 11 and 16       |
| h. Trademarks and proprietary information                   | Section 7.2, Articles 8 and 10 | Items 13 and 14          |
| i. Restrictions on products/services offered                | Section 7.3                    | Items 8, 11 and 16       |
| j. Warranty and customer service requirements               | Section 7.14                   | Not applicable.          |
| k. Territorial development and sales quotas                 | Section 1.4                    | Item 12                  |
| l. Ongoing product/service purchases                        | Section 7.3, 7.5               | Items 8 and 11           |
| m. Maintenance, appearance and remodeling requirements      | Sections 2.2, 7.3, 12.3        | Items 11 and 17          |
| n. Insurance  | Section 7.11                   | Items 7 and 8            |
| o. Advertising  | Article 11                     | Items 6, 7 and 11        |
| p. Indemnification  | Sections 8.6, 12.3, 17.2       | Item 6                   |

| Obligation                                      | Section in Agreement      | Disclosure Document Item |
|---|---------------------------|--------------------------|
| q. Owner's participation/ management / staffing | Sections 6.7 – 6.9        | Item 15                  |
| r. Records and reports                          | Section 7.9               | Item 6 and 17            |
| s. Inspections and audits                       | Sections 6.6, 7.10        | Item 6 and 17            |
| t. Transfer                                     | Article 12                | Items 6 and 17           |
| u. Renewal                                      | Sections 2.2 – 2.3        | Items 6 and 17           |
| v. Post-termination                             | Article 14                | Item 17                  |
| w. Non-competition covenants                    | Article 15                | Item 17                  |
| x. Dispute resolution                           | Article 16                | Item 17                  |
| y. Other: Guarantee of franchisee obligations   | Sections 12.3, 12.4, 18.1 | Items 15 and 22          |

**ITEM 10: FINANCING.**

We offer financing to franchisees for all or a portion of the Initial Franchise Fee. The amount approved by us for financing will be determined by us, depending on your credit, experience, the amount of your Initial Franchise Fee, and other factors. The period of repayment will be no more than 36 months. You will be required to make monthly payments of principal and interest at an interest rate of 10% to 14% per annum, based on your credit and as determined by us. The financing may only be used for the Initial Franchise Fee. We may require a down payment, depending on your credit, experience, the amount of your Initial Franchise Fee, and other factors. There is no pre-payment penalty. You must pay us the monthly payments by Electronic Funds Transfer from your designated bank account. The form of the Promissory Note for the loan is attached to this disclosure document as Exhibit H.

The principal owner(s) of the franchisee, if an entity, will be required to personally guarantee the payment and performance of the Promissory Note.

If you fail to make any payments of principal or interest on the Promissory Note when due and payable as provided in the Promissory Note, such failure will constitute a default under the Promissory Note and the Franchise Agreement. In addition, if you materially breach the Franchise Agreement or if the Franchise Agreement is terminated for any reason, such event will constitute a default under the Promissory Note. Upon the occurrence of a default under the Promissory Note, we may, in its sole discretion, declare the entire unpaid principal balance of the Promissory Note, together with accrued interest thereon, immediately due and payable. We may also seek

recovery of all costs incurred by it in enforcing the Promissory Note and in collecting the amounts due under the Promissory Note, including, but not limited to, our attorney's fees and costs. In addition, we may terminate the Franchise Agreement upon notice without opportunity to cure if you fail to pay we the full amount past due under the Promissory Note within 30 days after we deliver written notice to you of the failure to pay.

The Promissory Note is governed by and construed in accordance with the laws of the State of Texas. We may enforce our rights under the Promissory Note in the courts of County of Montgomery, Texas, or, as provided in the Franchise Agreement, in an arbitration at the location nearest to our principal place of business, which is presently Montgomery, Texas.

The Promissory Note requires you to waive present, protest, notice of protest, notice of dishonor and any and all other notices or demands in connection with the Promissory Note. In addition, you will waive your right to a trial by jury in any action or proceeding relating to the Promissory Note.

Except for the above, we do not directly or indirectly offer any other financing. We do not guarantee your notes, leases or any of your other obligations.

#### **ITEM 11: FRANCHISOR'S ASSISTANCE, ADVERTISING, COMPUTER SYSTEMS, AND TRAINING.**

**Except as listed below, we are not required to provide you with any assistance.**

##### Pre-Opening Assistance

Before you open your Franchised Business, we will:

- (1) Designate your Territory. (Franchise Agreement, Section 1.2)
- (2) Approve or disapprove all signage in writing before installation or display. (Franchise Agreement, Section 7.4)
- (3) Lend you a copy of the Confidential Operating Manual (the "Manual") during the Initial Training Program (described below). You must strictly comply with the Manual in operating your Franchised Business. We can change the Manual from time to time, at our sole discretion, and you must comply with these changes when communicated to you in writing. (Franchise Agreement, Section 7.2) The Table of Contents of the Manual as of the date of this disclosure document is attached to this document as Exhibit "G." The total number of pages in the Manual is 951 pages.
- (4) Designate the opening inventory of products, supplies, equipment, materials and services you must buy before the opening of the Franchised Business. (Franchise Agreement, Section 7.4, 7.5, 7.7)
- (5) Furnish you with a list of approved or designated manufacturers, suppliers and distributors and approved products, equipment, signs, stationary, supplies and other items or services necessary to operate the Franchised Business. (Franchise Agreement, Section 7.5)
- (6) Approve or disapprove any advertising, direct mail, identification, digital advertising, promotions, and promotional materials and programs you propose within 15 days of receipt.

If we do not respond in 15 days, the material is not approved. (Franchise Agreement, Section 11.1)

- (7) Provide the Initial Training Program described below for you (or, if you are an entity, the Operating Partner) and your designated General Manager if you hire one to manage the day-to-day business affairs of the Franchised Business. (Franchise Agreement, Section 6.1)

#### Ongoing Assistance:

During the operation of your Franchised Business, we will:

- (1) Maintain the Advertising Fund. (Franchise Agreement, Section 11.5)
- (2) Provide updates to our list of approved supplies, approved or designated suppliers and/or our specifications as necessary. (Franchise Agreement, Section 7.5)
- (3) Approve or disapprove any advertising, direct mail, identification, digital advertising, promotions, and promotional materials and programs you propose within 15 days of receipt. If we do not respond in 15 days, the material is not approved. (Franchise Agreement, Section 11.1)
- (4) Furnish you with such assistance in connection with the operation of the Franchised Business as we may, from time to time, deem appropriate in our sole discretion. We may, but are not required to, provide these services in person, by telephone, e-mail, the internet, or through any other means as we deem appropriate. Timing will depend on the availability of our personnel. (Franchise Agreement, Section 6.4)

### Training

#### Initial Training Program

You must, at your expense, comply with all of the training requirements we prescribe for the Franchised Business. We will make an Initial Training Program available to you and your Manager, if applicable, (up to 2 individuals) for no additional fee. If you request initial training of more than 2 individuals, we will charge you a fee of no more than \$1,000 per person, as stated in our Manual. You (or, if Franchisee is an entity, Franchisee's Operating Partner) must attend, and, if you have a designated Manager who will manage the day-to-day business affairs of the Franchised Business, then the designated Manager must also attend and successfully complete the Initial Training Program to our satisfaction within 60 days of the date of the Franchise Agreement and before commencing operation of the Franchised Business. You shall be solely responsible for all expenses and costs incurred, including, without limitation, wages, travel, lodging, and subsistence expenses of those persons attending the training. If Franchisee is an entity, you must have an Operating Partner who has the authority to, and does, in fact, actively direct your business affairs in regard to the Franchised Business.

The Initial Training Program will be approximately two (2) weeks, Monday through Friday, from approximately 8:00 a.m. to 5:00 p.m. This training will include: general overview of animal control, trapping procedures, opening your business, how to get referrals, sales techniques, job proposals, mobile application operations, technology management, contracts, treatment procedures, and safety policies. Classes will be conducted by one or more

Franchisor-designated instructor(s), including Brian Moss and Josie Moss. We will provide training materials, which consists of online resources and printed materials. Training will be classroom and on-the-job in Montgomery, Texas.

We will determine and notify you of the date of commencement of the Initial Training Program.

### TRAINING PROGRAM

| Subject  | Hours of Classroom Training | Hours of On-The-Job Training | Location          |
|--|-----------------------------|------------------------------|-------------------|
| Legal, QuickBooks, Licensing, Administrative, Contracts, Billing, Technology, Social Media, Sales Training | 30 hours                    | 10 hours                     | Montgomery, Texas |
| Animal Identification, Wildlife Control Laws, Trapping Techniques, Fall Protection                         | 10 hours                    | 30 hours                     | Montgomery, Texas |

Training will be provided by the following training instructors and may also be provided by one or more members of Franchisor:

Josie Moss – CEO. Mrs. Moss is our Chief Executive Officer and one of the Managers of the Franchisor. She is also one of our owners/members. She has been our Chief Executive Officer, and a Manager and owner of franchisor since we were first formed in March 2014. From January 2009 to the present, Mrs. Moss has also been a franchise owner of the A All Animal Control (now AAAC Wildlife Removal) of North Houston franchise in North Houston, Texas

Brian Moss - President. Mr. Moss has been our President and one of the Managers of the Franchisor since we were first formed in March 2014. However, his career with the company began as the franchise owner of the North Houston, Texas A All Animal Control (now AAAC Wildlife Removal) office where he was an A All Animal Control franchisee for 10 years before becoming President of the Franchisor. He and his wife, Josie Moss, still own and operate the North Houston, Texas franchised business.

You must pay for the salaries, travel, accommodation and related costs for all persons associated with you who attend the Initial Training Program.

We do not charge a fee for our Initial Training Program. However, if we reasonably conclude that you, your Operating Partner and/or Manager failed to successfully complete the Initial Training Program and must re-enroll, we will charge a fee of no more than \$1,000 per person, per day, as stated in the Manual or otherwise. You are responsible for training all replacement Operating Partners, Managers and all other employees.

In addition, if you fail to cancel scheduled training at least 14 days prior to such training or if you are not prepared to successfully complete the training, we may charge you the cost of conducting the originally scheduled training (including any travel and living expenses incurred by

us or our representatives) and may charge you the Additional On-Site Assistance Fee for any days our trainers were scheduled to be at your Franchised Business.

#### Refresher or Additional Training Programs

We may require you to attend mandatory refresher or additional training programs at our corporate headquarters in Montgomery, Texas (or other location designated by us) on an annual basis, and may, from time to time, require Franchisee (or, if Franchisee is an entity, the Operating Partner) or, if applicable, the designated Manager to attend webinars or other online, web-based training or courses. Franchisor will charge Franchisee its then-current fees for this training (unless a webinar or online training or course), which will not exceed \$1,000 per person, per day. You will also be responsible for and must pay all costs and expenses for you and your employees, including, but not limited to, the salaries, travel, accommodation and related costs for all persons associated with you who attend these programs. We will determine the duration, curriculum and location of these.

#### On-Site Training or Additional Assistance

We will not be obligated to provide you with any on-site training or assistance, but if we elect to do so, we will charge you our then-current fees for each day of on-site training or assistance we agree to provide. We will charge our then current fees, as stated in the Manual or otherwise, which will not exceed \$1,000 per day. In addition to the fees imposed by us, you must also pay all expenses incurred by us in connection with any such on-site training, including, but not limited to, transportation costs, meals, lodging and other living expenses.

#### Annual Franchise Conference

You will be required to attend our annual franchise conference at a location designated by us and must pay our then current fees for such attendance. Currently, our Annual Franchise Conference Fee is \$500 - \$1,000 per person, plus your travel, transportation, meals and other living expenses. Your attendance is mandatory. If you fail to attend the conference, we may charge you are then-current no-show fee.

#### Advertising and Promotion

You may only use advertising, marketing, identification, digital advertising, promotions, and promotional materials and programs which we have either furnished to you or approved in writing in advance. In the event that we do not furnish you with advertising, identification and promotional materials and programs for the AAAC Wildlife Removal business, you must obtain our prior written approval of all proposed advertising, marketing, identification, digital advertising, promotions and promotional materials or programs before any such materials are used or disseminated, following the required procedures set forth by us in the Manual or otherwise. Our approval of any materials may be withheld for any or no reason. If we do not respond within 15 days following our documented receipt of your proposed advertising material, then the material is deemed unapproved.

#### Websites/Internet/Social Media

You may not, without our prior written consent, operate—or advertise, market, or otherwise promote—your Franchised Business on the Internet or any electronic medium. We have the sole right to advertise on the Internet, create or operate a Web site or sites, and use

“AAAC Wildlife Removal” “A All Animal Control,” or other Proprietary Marks as part of any domain name. Currently, you must use us (or our designated vendor) to establish and manage all of your Franchised Business’s social media accounts on any social media site (including, YouTube, Twitter, Instagram, Facebook, Blogger, Snap Chat, LinkedIn, Flickr, Wikipedia, Yelp or other communication or social media platforms) to advertise and promote the Franchised Business. You must pay us a continuing fee for such services, as determined and required by us. We may discontinue such services at any time in our discretion.

Your use of social media sites, including the sites required and/or approved to be established for the Franchised Business, must be in accordance with our standards and procedures as set forth in the Manual or as stated elsewhere in writing. We (or our designated vendor) will be the account administrator with full and unlimited access to control the content displayed, published or posted on such sites and will have your current account IDs, user names and passwords. You will be granted access to these accounts, but we will maintain sole ownership of these accounts with primary administrative rights to such accounts. Upon the expiration or termination of the Franchise Agreement, we have the right to permanently close, delete, take exclusive control over, or transfer any social media accounts that you establish to market, advertise and promote your former AAAC Wildlife Removal business.

#### Grand Opening Advertising

We recommend, but do not require, that you spend approximately \$3,000 to \$5,000 on grand opening advertising, marketing and promotional activities beginning one month before and one month after the opening of your Franchised Business. All such materials, media, special events and public relations activities must be approved in advance by us.

#### Local Advertising Requirement

You may develop your own local advertising materials, but we must approve those materials in writing and in advance. You must receive our prior written approval before you issue any publicity or press release about your Franchise Agreement with us or your operation of the Franchised Business. Local advertising expenditures must also comply with our requirements in order to count toward the Local Advertising Requirement. After the first 3 months of operation, you must spend each month on local marketing and advertising the greater of either (i) \$1,000, or (ii) 5% of your prior month’s Gross Revenues (“Local Advertising Requirement”).

If you do not spend at least the minimum Local Advertising Requirement each month on local advertising, you must pay to the Fund the difference between the applicable minimum Local Advertising Requirement and the amount that you actually spent on local advertising.

You must purchase and maintain an adequate supply of brochures, pamphlets, and special promotional materials of such kind and size as we may reasonably require from time to time; however, all such expenditures shall count toward the Local Advertising Requirement.

#### National Advertising Fund

All franchisees are required to contribute to the National Advertising Fund (the “Fund”). You must pay a monthly Advertising Fund Fee equal to 1.0% of your prior month’s Gross Revenues. All franchisees contribute to the Fund at this same rate. Any Company-Owned AAAC Wildlife Control businesses will participate in and contribute to the Fund at the same rate as our franchisees.

We will administer the Fund for the marketing (including advertising, promotion, public relations and other marketing tools) of AAAC Wildlife Control businesses, as we deem appropriate, as follows:

- (i) We will at our sole discretion direct all advertising programs and control the creative concepts, materials and media used, media placement and allocation. We need not make expenditures for advertising or promotions for you which are equivalent or proportionate to your pro rata contributions. We need not attempt to or are required to ensure that you benefit directly or proportionately from the placement of advertising. We have no obligation to ensure that such advertising impacts or penetrates your Territory at any level. The Fund is not a trust and we are not a fiduciary in any capacity.
- (ii) The Fund may, but is not required to, be used to meet all costs of administering, directing, preparing, placing and paying for national, regional or local advertising. This may include the cost of preparing and conducting television, radio, magazine, Internet and newspaper advertising campaigns and other public relations activities; the cost of employing advertising agencies; the cost of search engine optimization; the cost of Google AdWords management services; paying interest on monies borrowed by the Fund from third parties unaffiliated with us; providing customer service comment cards; developing marketing materials for AAAC Wildlife Removal businesses; and, sponsoring sporting, charitable or other special promotional events, if we choose to do so at our sole discretion. We need not maintain the money paid by you to the Fund and income earned by the Fund in a separate account. But we may not use this money for any purposes other than those provided for in the Franchise Agreement. We can spend the Fund's contributions for its reasonable salaries, overhead and administrative costs, including accounting and legal expenses, for activities reasonably related to the direction or administration of the Fund and/or advertising programs for the System.
- (iii) We do not intend to use a portion of the Fund to principally solicit the sale of franchises. The Fund is not audited. We will have no obligation to prepare or distribute audited or unaudited statements detailing Fund income and expenses to you. If you send us a written request, we will provide you with an accounting of the income and expenditures of the Fund during our last fiscal year within a reasonable time after we receive your request, but never earlier than forty-five (45) days from when such information is made available.
- (iv) We will spend most contributions to the Fund for advertising purposes during the fiscal year in which the contributions are made. If we spend more than the amount the Fund collects in any fiscal year (not including any money we had to spend because we did not spend all the money in the Fund during the year before), then we can reimburse ourselves from the Fund during the next fiscal year for all excess expenditures during the preceding fiscal year. If we spend less than the total in the Fund during any fiscal year, we can either spend the unused money during the next fiscal year, or roll it over to be used at the appropriate time as determined by us.
- (v) If we receive any promotional allowances with respect to your purchase of goods or services from vendors, then we will be under no obligation to contribute the promotional allowances to the Fund.



- (vi) Although we intend the Fund to be perpetual, we have the right to terminate the Fund at any time upon thirty (30) days' written notice from us. We will not terminate the Fund until we have spent all money in the Fund for advertising and promotional purposes.

During the fiscal year of 2022, we used the advertising funds as follows: 80% for search engine optimization; and 20% for media placement.

### Local/Regional Cooperatives

You are not presently required to participate in any local or regional advertising cooperative, but we may require you to do so in the future at our sole discretion. We have the right under the Franchise Agreement to designate any geographical area for the purpose of establishing a regional advertising and promotional cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to your Franchised Business. If we have established a Cooperative applicable to your Franchised Business at the time you begin operation under the Franchise Agreement, you must immediately become a member of such Cooperative. If we establish a Cooperative applicable to your Franchised Business at any later time during the term of your Franchise Agreement, you must become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operations. If your Franchised Business is within the territory of more than one Cooperative, you will be required to be a member of only one Cooperative.

If we establish a Cooperative, each Cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as are determined by the Cooperative by majority vote, in an amount not to exceed one percent (1%) of Gross Revenues. Such amount will be in addition to the amount franchisees must contribute to the Fund, but shall be credited against your Local Advertising Requirement. Each Cooperative will be organized, governed and administered pursuant to bylaws and by us, in a form and manner, and will commence operations on a date, approved in advance by Franchisor in writing. Each Cooperative will be organized for the exclusive purpose of administering regional advertising programs and developing, subject to our prior written approval, standardized advertising materials for use by the members in local advertising and promotion. No promotional or advertising plans or materials may be use by a Cooperative or furnished to its members without our prior written approval. We will have the right to change, dissolve, merge or terminate any Cooperative. If a Cooperative is established in an area where a Company-Owned business is located, such Company-Owned business will have voting power on any fees imposed by the Cooperative to the same extent as other franchisees. If established, the bylaws of a Cooperative will be available for review.

### Advertising Council

At this time, there is no advertising council composed of AAAC Wildlife Removal franchisees but we may create one in the future.

### Computer System

Before your Franchised Business commences operation, you must purchase or have access to a computer, must purchase and install our required software systems and platform, and purchase required dedicated telephone and/or mobile smart phone, a tablet with Wi-Fi and data service and power lines, internet access, printer(s), scanner(s), fax machines and other related accessories and peripherals.

You shall be required to establish Internet access through a reputable Internet service provider, utilizing a fixed internet protocol and internet router and any other required specifications designated by us in the Manual or otherwise. The currently required computer hardware and software systems include QuickBooks, our required accounting software, Service Bridge, our field service management software, and other software we may require, a computer with the hardware and operating system we require, a tablet for each service technician with the hardware, operating system and applications we require, and other hardware we may require (the "Computer System"). The monthly fees for QuickBooks is approximately \$30 - \$100 per month and is paid to the vendor. The monthly fees for Service Bridge is currently included in your Technology Fees. We are not contractually obligated to provide any maintenance, repairs, upgrades or updates to your Computer System. The vendors for the Computer System may do so from time to time, but you will need to contact them to determine what services (e.g. maintenance services) they provide and the cost of those services. You are contractually required at your expense to upgrade and update the Computer System to remain in compliance with our current and on-going standards and specifications. There are no contractual limitations on the frequency and cost of this requirement. The estimated annual cost of any optional or required maintenance, upgrades or support is approximately \$6,000, although this cost may vary and increase at any time. We will have independent access to the information that will be generated or stored in your Computer System, such as customer contact information, sales data, scheduling information, and electronic communications, which, along with any other data stored in the Computer System, belongs solely to us. You are to assist us in accessing this information. We will have the right at any time to poll your system to retrieve and compile such information concerning your Franchised Business. There are no contractual limitations on our right to access this information and data. We may require you to purchase and install other and/or additional or replacement computer systems and software meeting our standards and specifications, which would be used, among other purposes, to assist you in the operation of your Franchised Business. You would be responsible for all costs associated with such other, additional or replacement computer systems and software. We would have the right to access the information generated by these computer systems, without limitation.

The current cost of purchasing or leasing the Computer System we presently require is approximately \$500 - \$3,000.

### Site Selection

You are not required to have a brick and mortar location from which you operate your Franchised Business.

### Typical Length of Time Before Operation

You must open your Franchised Business within 90 days after the date of the Franchise Agreement. We estimate that the typical length of time between the signing of the Franchise Agreement and the opening of your Franchised Business is between 30 days and 90 days. Factors affecting time include the timing of your purchase and payment of your vehicle(s) for the business, financing, your purchase of required equipment and supplies, acquiring licenses, compliance with local laws, regulations and ordinances, attendance at and satisfactory completion of the Initial Training Program and hiring staff, if applicable, and whether you lease an office space for your Franchised Business.

## ITEM 12: TERRITORY.

The Franchise Agreement permits you to establish and operate an AAAC Wildlife Removal business in a designated territory (the "Territory"), which we will identify, by map, zip codes or written description, on Exhibit A to the Franchise Agreement. For purposes of calculating the Initial Franchise Fee, there are 4 territory sizes, as follows:

| Population             | Initial Franchise Fee |
|------------------------|-----------------------|
| 300,000 to 500,000     | \$17,000              |
| 500,001 to 1,000,000   | \$20,000              |
| 1,000,001 to 2,500,000 | \$25,000              |
| 2,500,001 and up       | \$30,000              |

Your Territory will have a population of at least 300,000, based on the then-current census data available. The size and population of your Territory will differ from other franchisees.

Your office, whether at home or other location, must be located within your Territory, and you must notify us if you change the location of your Franchised Business. In addition, we require that you reside within, or within close proximity of, your Territory.

If you currently are in the wildlife control services business and you have customers in the Territory you receive under the Franchise Agreement, you and we will negotiate and agree upon the amount of the credit you will receive against the Initial Franchise Fee. Following the effective date of your Franchise Agreement, you will service these customers as an AAAC Wildlife Removal franchisee, using the Proprietary Marks, and pay to us the Royalty Fees and all other Fees on your revenues from these customers and abide by all terms and conditions of the Franchise Agreement.

You will receive an exclusive territory. During the term of the Franchise Agreement, provided that you are in compliance with the Franchise Agreement and any other agreements with us and subject to Franchisor's reservation of rights set forth in the Franchise Agreement and below, neither we nor our affiliates will operate Company-Owned branches or grant franchises for a similar or competitive business within your Territory which use the Proprietary Marks, except as described below.

You will not have the right of first refusal or any similar rights in the contiguous territories or areas surrounding or near your Territory should we decide to sell an AAAC Wildlife Removal business outside of your Territory, wherever located.

You may not solicit or perform services for customers geographically located outside your Territory without our prior written approval, which we may give or withhold in our discretion. Even if we grant you this approval, we may, at any time thereafter, revoke our approval and you must immediately cease all such activities outside of your Territory. In the event that we provide and then withdraw this approval, or in the event that we subsequently award an AAAC franchise to a third party whose territory included customers that you had been servicing outside of your Territory, all information regarding such customers is to be immediately transferred to us. In addition, you will immediately discontinue any and all solicitation of customers in that area (outside your Territory) and will refer any requests for such service or products to the franchise owner who has purchased the other territory. You will receive no compensation for such cessation of service or information delivery.

We (on behalf of ourselves and our Affiliates) retain all rights with respect to the System, the Proprietary Marks, the offer and sale of wildlife control services or any other products and services, anywhere in the world, including, without limitation, the right to: (a) own, operate, situate and/or license others to operate AAAC Wildlife Control or A All Animal Control businesses anywhere outside your Territory, including within close proximity to your Territory's boundaries; (b) offer and sell products and services that are not part of the System through any distribution method within or outside your Territory; (c) to initiate and conduct national or major account programs in which large accounts contract directly with us for service on a national or regional basis, and agree upon pricing to be charged by us and/or our franchisees for servicing such accounts. We can fulfill services for national and major accounts in your Territory without paying you any compensation. However, we may, at our sole and absolute discretion, give you the option to service such accounts for a fee negotiated with us in good faith as fair and reasonable compensation. If offered to you and you choose not to service one or more of those accounts or if we do not request that you service such accounts or subsequently revoke our consent for you to service those accounts, we, or a third party designated by us (including affiliates and other franchisees), will service the customer in your Territory, and at our option, all other such national or major accounts in your Territory, which we may designate in our reasonable discretion; (d) to purchase, merge, acquire or affiliate with any other chain or business, including businesses that provide wildlife control services, regardless of the location of those businesses, and to operate, franchise, or license those businesses as AAAC Wildlife Control or A All Animal Control operating under the System, the Proprietary Marks, or any other mark following our purchase, merger, acquisition, affiliation, regardless of the location of such businesses (which may be within your Territory and proximate to your Territory); and (e) sell, at wholesale or retail through any other channel of distribution available, including the Internet, and under the Proprietary Marks, and/or other names and marks, wildlife and pest control related products to any person or entity, from and/or to any location whatsoever, including both within and outside your Territory. We and our Affiliates may engage in such wholesale or retail sales activities from, at, to, or through any wholesale or retail entities or facilities whatsoever. You understand and acknowledge that the Franchise Agreement does not grant you any rights with respect to such sales whether conducted now or in the future, and you are not entitled to any compensation with respect to any such sales, even if such sales are made from or to a buyer located within your Territory.

### Minimum Annual Revenue

The continuation of your franchise is contingent upon your maintaining certain minimum annual revenue levels ("Minimum Annual") during each year (i.e. the 12 month period commencing on the opening of your Franchised Business and each 12 month period thereafter) during the term of the Franchise Agreement, beginning with the second full year following the opening of your Franchised Business. The Minimum Annual Revenues for the second full year following the opening of your Franchised Business will be an amount equal to the annual revenues from the operation of your Franchised Business during the first full year following the opening of your Franchised Business increased by the greater of (i) the percentage increase in the Consumer Price Index during the first 12 months of operation, or (ii) five percent (5%). For each year thereafter, the Minimum Annual Revenues for such year will be an amount equal to the minimum annual revenues applicable to the prior year increased by the greater of (i) the increase in the Consumer Price Index during the prior year, or (ii) five percent (5%). Annual revenues include the total of all Gross Revenues of your Franchised Business in a 12-month period.

In addition to other remedies that are available to us, including terminating your Franchise Agreement, in the event you fail to achieve the Minimum Annual Revenues in any year, we shall have the right to reduce the size of your Territory. In such event, you shall cease using the Proprietary Marks and providing wildlife control services in that portion of your Territory. You will also be required to assign and sell to us or our designee your customer contracts for wildlife control services to be performed in the portion of the Territory in which you are no longer entitled to provide services ("Former Territory Area"). The purchase price for these customer contracts will be 20% of the Franchised Business's trailing 12-month Gross Revenue in the Former Territory Area.

Except if you fail to meet your Minimum Annual Revenues as specified above, we may not modify your Territory without your written consent. However, if you are in breach of your Franchise Agreement, we may terminate the Franchise Agreement pursuant to its terms. The territorial exclusivity will terminate upon expiration or termination of the Franchise Agreement.


You maintain rights to your Territory even though the population increases.


**ITEM 13: TRADEMARKS.**

Under the Franchise Agreement, we grant you the right and non-exclusive license to use the Proprietary Marks solely in connection with the operation of your Franchised Business. You may only use those Proprietary Marks as are designated by us in writing for your use and you may use them only in the manner permitted by us. You may not, directly or indirectly, contest our ownership of, or our rights in, the Proprietary Marks.

Prior to March 2018, we only offered the franchise under our "A All Animal Control" name and mark. We have now transitioned over to the "AAAC Wildlife Removal" name and mark. Our current, principal Proprietary Mark includes both "AAAC Wildlife Removal" and "A All Animal Control," but new franchisees will be required to use the tradename "AAAC Wildlife Removal." Our principal Proprietary Marks are the "AAAC Wildlife Removal A All Animal Control" logo and the "AAAC Wildlife Removal" name.

Our affiliate, Majamo Holdings, LLC, owns the following Proprietary Marks that are registered with the U.S. Patent and Trademark Office (USPTO) on the Principal Register:

| Mark  | Registration Number | Registration Date | Renewal |
|---|---------------------|-------------------|---------|
|  | 5737515             | April 30, 2019    |         |

|   |         |               |   |
|---|---------|---------------|---|
|  | 2412653 | Dec. 12, 2000 | Sept. 13, 2011<br>and<br>Sept. 25, 2020 |
|---|---------|---------------|---|

We have filed all required affidavits for our Proprietary Marks registered with the U.S. Patent and Trademark Office.

There are no currently effective material determinations of the United States Patent and Trademark Office, the Trademark Trial and Appeals Board, any state trademark administrator, or any court regarding our Proprietary Marks. There are no pending infringement, opposition or cancellation proceedings, or any material litigation involving our Proprietary Marks. There are no agreements currently in effect that significantly limit our rights, to use, or license the use, of the above mentioned Marks in any manner material to the franchise. Under a license agreement dated February 26, 2018, Majamo Holdings, LLC licenses us the right to use the Proprietary Marks and authorizes us to grant franchisees rights to use of the Proprietary Marks in accordance with the terms of the Franchise Agreement. The license agreement remains in full force and effect so long as Majamo Holdings, LLC's management and control remains the same as that of Franchisor, and will terminate if we make any assignments of assets or business for the benefit of creditors, or a trustee or receiver is appointed to conduct its business or affairs, or it is adjudged that in any legal proceeding to be either a voluntary or involuntary bankruptcy.

There are no agreements currently in effect that significantly limit our right to use or license the use of our Proprietary Marks in any manner material to the franchise. There are no infringing uses actually known to us that would materially affect your use of the Proprietary Marks in the state in which your Franchised Business is to be located.

In the event you receive notice, or are informed of any claim, suit, or demand against your use of any Proprietary Mark, you are obligated to promptly notify us. We will promptly take any action we may consider necessary to protect and defend you against the claim and indemnify you against any actual damages and reasonable costs or expenses incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to your proper use of the Proprietary Marks.

We have the right to control or settle any legal actions or proceedings. We may, in our sole discretion, prosecute or defend any other actions or proceeding, which we deem necessary or desirable for the protection of the Proprietary Marks. You agree not to contest our right, title, or interest in the Proprietary Marks.

You must promptly notify us of the use of, or claims of rights to, a trademark identical to or confusingly similar to the Proprietary Marks. We have the sole discretion to take any action, including taking no action, if we deem appropriate.

If it becomes advisable at any time, in our sole discretion, to modify or discontinue the use of any names or Proprietary Marks, you must use one or more additional or substitute Proprietary Marks as directed by us. You will be required to bear all costs and expenses associated with any such changes.

You cannot use the “AAAC Wildlife Removal” or “A All Animal Control” names, Proprietary Marks, or variants of either as part of a business organization name. You must obtain fictitious or assumed name registration as required by local law. You may not use the “AAAC Wildlife Removal” or “A All Animal Control” names, or any Proprietary Marks, for the sale of unauthorized products or services, or in a manner not specifically authorized in writing by us.

#### **ITEM 14: PATENTS, COPYRIGHTS, AND PROPRIETARY INFORMATION.**

There are no patents that are material to the franchise. We claim copyright protection in the Manual and related materials, and advertisement and promotional materials, although these materials have not been registered with the United States Registrar of Copyrights. These materials are considered proprietary and confidential, are considered our property, and may be used by you only as provided in the Franchise Agreement.

There currently are no effective determinations of the Copyright Office (Library of Congress) or any court regarding any of the copyrighted materials. There are no agreements in effect, which significantly limit our right to use or license the copyrighted materials. There are no infringing uses actually known to us, which could materially affect your use of the copyrighted materials in any state. We are not required by any agreement to protect or defend copyrights.

You must treat the Manual, any other manuals created for or accepted for use in the operation of the Franchised Business, and the information contained in them, as confidential, and you must use all reasonable efforts to maintain this information as secret and confidential. You must not copy, duplicate, record, or otherwise reproduce these materials, or otherwise make them available to any unauthorized person. The Manual, which is loaned to you for use, will remain our sole property and must, if provided in hard-copied format, be kept in a secure place.

We may revise the contents of the Manual at any time and as we deem necessary or appropriate, and you must comply with each new or changed standard immediately upon notification. You must ensure that the Manual is kept current at all times. In the event of any disputes as to the contents of the Manual, the terms of the master copy maintained by us at our home office will be controlling.

We will disclose to you certain confidential or proprietary information and trade secrets. Except as is necessary for the operation of the Franchised Business and as we approve, you may not, during the term or at any time after the expiration or termination of the Franchise Agreement, regardless of the cause of termination, directly or indirectly, use for your own benefit or communicate or divulge to, or use for the benefit of any other person or entity, any trade secrets, confidential information, knowledge or know-how concerning the services, advertising, marketing, designs, plans, or methods of operation of the Franchised Business or the System. You may disclose to your employees only that confidential, proprietary or trade secret information as is necessary to operate the business and then only while the Franchise Agreement is in effect. Any and all information, or knowledge, including, materials, equipment, marketing, and other data, which we designate as secret or confidential, will be deemed secret and confidential for purposes of the Franchise Agreement.

You must require your Manager, if applicable, and your employees who will be providing the wildlife control services (technicians), to execute the confidentiality and non-disclosure agreement attached to the Franchise Agreement as Exhibit 7, which provides that they will maintain the confidentiality of information they receive in connection with their employment by you for the Franchised Business. You are obligated to take all necessary precautions to ensure that all your employees retain our confidential and proprietary information in confidence.

We also consider our trade dress (i.e., elements of the AAAC Wildlife Removal method and style of doing business) inherently and uniquely distinctive and protectable under applicable Federal and State law.

#### **ITEM 15: OBLIGATION TO PARTICIPATE IN THE ACTUAL OPERATION OF THE FRANCHISE BUSINESS.**

If you are a corporation, limited liability company, partnership, limited partnership or any other type of legal entity, then all individuals owning any interest in the franchisee entity must sign an agreement (Exhibit 8 to Franchise Agreement) under which all owners agree to be jointly and severally liable for all the obligations to Franchisor under the Franchise Agreement, and to be bound by all the terms, conditions and covenants of the Franchise Agreement.

We do not require that you personally supervise the day-to-day operations of the Franchised Business. However, the Franchised Business must at all times be under the direct “on-premises” supervision of a manager. This manager may be either you or another individual designated by you and approved by us, in writing. The manager must have successfully completed Franchisor’s initial training program and any other mandatory training programs. The manager must devote his/her full time and energy to the operation of the Franchised Business. The manager may not have an interest in or business relationship with any business competitor of Franchisor, the Franchised Business or any of our other franchisees. The manager must sign a written agreement to maintain confidentiality of Franchisor’s proprietary and confidential information and trade secrets and to comply with the covenants not to compete described in Item 17. In addition, if Franchisee is an entity, we require you to have an operating partner with at least a 5% equity stake in the franchisee company, who has been approved and trained by us. The operating partner will be responsible for general oversight and management of the operations of the Franchised Business on behalf of the Franchisee.

#### **ITEM 16: RESTRICTIONS ON WHAT THE FRANCHISEE MAY SELL.**

You must confine your business to the operation of an AAAC Wildlife Control business. You may not conduct any other business or activity in connection with your Franchised Business or under the Proprietary Marks. Under the Franchise Agreement, you may only offer and sell products and services that we authorize, either in our Manual or otherwise in writing, and we may change the products and services from time to time at our discretion. These include, but are not limited to: general wildlife control and removal services, general pest control and related handyman services. **Your ability to provide certain goods or services may also be conditioned upon you obtaining licensing from your state or local government.** (See Item 1 of this disclosure document.) You may not perform services to customers located outside your Territory without our prior written approval.

If we offer them for sale to you, you must purchase certain products from us, our affiliate or our designees, and other products and services from suppliers approved by us. We reserve the



right to earn a profit as a result of such sales. We also have the right to change the types of authorized goods or services and there are no limits on our right to make such changes.

**ITEM 17: RENEWAL, TERMINATION, TRANSFER AND DISPUTE RESOLUTION.**

**THE FRANCHISE RELATIONSHIP**

**This table lists certain important provisions of the franchise and related agreements. You should read these provisions in the agreements attached to this disclosure document.**

| <b>Provision</b>                                  | <b>Section in franchise or other agreement</b> | <b>Summary</b>   |
|---|--|--|
| a. Length of the franchise term                   | Section 2.1                                    | 10 years   |
| b. Renewal or extension of the term               | Section 2.2                                    | If you satisfy the renewal requirements, you may renew the Franchise Agreement for one additional consecutive term of 10 years, upon payment of the Franchise Renewal Fee, which is 20% of the then-current Initial Franchise Fee being charged to new franchisees for the size of your Territory.   |
| c. Requirements for franchisee to renew or extend | Section 2.2                                    | You must not be in breach of the Franchise Agreement or any other agreement with us and must not have received two or more notices of default, whether or not cured, during the initial term. You must bring the Franchised Business into full compliance with the specifications and standards then applicable for new or renewing AAAC Wildlife Control businesses. You must give notice of renewal to us at least nine (9) months, but no more than twelve (12) months, prior to the expiration of the initial term. You must have satisfied all monetary obligations owed to us and our affiliates and have timely met these obligations throughout the term of the Franchise Agreement. You must execute our then-current form of the Franchise Agreement (with appropriate modifications to reflect the fact that the Franchise Agreement relates to the grant of a renewal franchise), which Franchise Agreement shall supersede in all respect the initial agreement and the terms of which may materially differ from the terms of the initial Franchise Agreement including, without limitation, different Royalty Fees, Advertising Fund Fees, Technology Fees, Social Media Management Fees, Website Fees or any other fees, as well as other material financial and non-financial terms and conditions. You must comply with our then-current qualification and |

| Provision                                  | Section in franchise or other agreement | Summary  |
|--|---|--|
|  |   | training requirements. You must execute a general release, in a form prescribed by us, of any and all claims having arisen or that could have arisen against us, our subsidiaries, affiliates, predecessors and our respective officers, directors, attorneys, agents, shareholders and employees.   |
| d. Termination by franchisee               | Not applicable                          |  |
| e. Termination by Franchisor without cause | Not applicable                          |  |
| f. Termination by Franchisor with cause    | Sections 13.1 – 13.3                    |  |
| g. "Cause" defined – curable defaults      | Section 13.3                            | All defaults, other than those to which there is no cure period, may be cured within 3 days to 30 days after notice of cure is received, depending on the particular default.  |
| h. "Cause" defined – non-curable defaults  | Sections 13.1, 13.2                     | Non-curable defaults: bankruptcy or insolvency; abandonment of the Franchised Business; omission or misrepresentation of a material fact in the information you furnish to us; we and you agree in writing to terminate the Franchise Agreement; you engage in an act that constitutes a crime or offense involving moral turpitude, or which we believe is related to your operation of the Franchised Business, or has an adverse effect on the System, the Proprietary Marks, the goodwill of the brand or our reputation; you purport to transfer any rights or obligations under the Franchise Agreement, the franchisee (if a legal entity), or the Franchised Business to any third party in violation of the terms of the Franchise Agreement; you conceal revenues; knowingly maintain false books or records; falsify information or otherwise defraud or make false representations to us or any federal, state, or local taxing authorities; knowingly submit any substantially false report to us; you engage in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice; you interfere or attempt to interfere with our contractual relations with other franchisees, customers, employees, advertising agencies |

| Provision   | Section in franchise or other agreement | Summary  |
|---|---|--|
|   |   | <p>or any third parties; you interfere or attempt to interfere with our ability or right to franchise or license others to use and employ our Proprietary Marks and System, or you make any use of the Proprietary Marks not authorized under the Franchise Agreement; you are found to have understated by 5% or more for any calendar year, your Gross Revenues; you fail to maintain insurance as required; you receive three (3) notices of default within any 365-day period; or, you offer or sell unapproved products or services and/or operate another business in connection with the Franchised Business or under the Proprietary Marks without our prior written consent.</p>  |
| <p>i. Franchisee's obligations on termination/non-renewal</p> | <p>Section 14.1</p>                     | <p>Obligations include immediately paying all sums due and owing to us; discontinuing the use of the Proprietary Marks, Manual, confidential information, and System; cancel any assumed name or equivalent registration which contains the Proprietary Mark "AAAC Wildlife Control," "A All Animal Control," or any other of our Proprietary Marks; allow us, if we choose, to maintain continuous operation of the previously-franchised Franchised Business; pay all of our expenses incurred as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees; return all training or other manuals furnished to you, including the Manual and supplements to the Manual, as well as other materials; at our option, purchase the assets of the Franchised Business for fair market value; immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner; cease using the telephone numbers listed on any local internet search engines, in the Yellow Pages and White Pages of any telephone directories under the name "AAAC Wildlife Removal", "A All Animal Control", or any other confusingly similar name or, upon our written demand, cancel or transfer any websites and the telephone numbers and directories listed for the Franchised Business to us or our designee; comply with the post-termination/post-</p> |

| Provision   | Section in franchise or other agreement | Summary  |
|---|---|--|
|   |   | <p>expiration covenants not to compete set forth in the Franchise Agreement; continue to abide by those restrictions pertaining to the use of our Confidential Information, trade secrets and know-how set forth in the Franchise Agreement; immediately surrender to us all computer software, data storage disks or tapes, database materials used in the operation of the Franchised Business, transfer all data in the software and computer systems to us; promptly upon termination or expiration, de-identify the vehicles and any location by removing all of our trade dress, including wraps/graphics, the AAAC Wildlife Removal / A All Animal Control name and Proprietary Marks from the location and/or vehicles to distinguish them from AAAC Wildlife Removal / A All Animal Control businesses; promptly assign all services contracts to us or our designee. We retain ownership of all social media accounts, directories, databases, customer lists and information relating to the Franchised Business.</p> |
| j. Assignment of contract by Franchisor           | Sections 12.1                           | We have an unlimited right to assign the Franchise Agreement.  |
| k. "Transfer" by franchisee – defined             | Section 12.2                            | Includes any transfer of your (or your owners') interest in the Franchise Agreement, Franchisee (if a business entity), or the Franchised Business.  |
| l. Franchisor approval of transfer by franchisee  | Sections 12.2                           | We must consent to transfer of interest in Franchise Agreement to a corporation formed by Franchisee. We have to approve all other transfers and assignments but will not unreasonably withhold our consent if we do not elect to exercise our right of first refusal and you satisfy all of the conditions to our consent to an assignment.   |
| m. Conditions for Franchisor approval of transfer | Sections 12.3, 12.4                     | If to a company owned by you, the company must confine activities to the operation of the Franchised Business, must have same ownership interest, owners must execute a personal guaranty and you execute a general release. If to a third party, new franchisee or principal owner qualifies; right of first refusal to us provided; required training completed; all   |

| Provision  | Section in franchise or other agreement | Summary   |
|--|---|---|
|  |   | amounts owed by you are paid; new franchise agreement signed; sales price is not excessive; guarantee signed by new owners, if new franchisee a corporate entity; general release signed; transfer fee paid; you provide us with an executed contract of assignment; new franchisee upgrades the Franchised Business to conform to our then-current standards and specifications; you remain liable for all obligations arising before the date of transfer; and you comply with post-termination covenants not to compete.   |
| n. Franchisor's right of first refusal to acquire franchisee's business            | Section 12.5                            | We can match the offer you receive for the sale of your Franchised Business if we exercise our right of first refusal.  |
| o. Franchisor's option to purchase franchisee's business                           | Section 14.1                            | We have the right, but are not obligated, to purchase your Franchised Business or your assets upon the expiration or termination of the Franchise Agreement.  |
| p. Death or disability of franchisee   | Section 12.6                            | Upon your death or disability, or upon the death or disability of the owner of a controlling interest in the franchise, franchise must be assigned by estate to approved buyer within reasonable time, subject to our right of first refusal, or the agreement will terminate. Transfer conditions will apply (See m. in this chart above). You and/or we may temporarily operate the Franchised Business until a third party transferee qualifies and a fully trained and qualified Operating Partner or Manager assumes full-time operational control of the Franchised Business. |
| q. Non-competition and non-solicitation covenants during the term of the franchise | Section 15.1, 15.3                      | No direct or indirect involvement in the operation of any wildlife control services business or any business selling products or services similar to those sold or offered by the Franchised Business, and you agree not to knowingly solicit any current or former employee of ours, or to divert business from the Franchised Business. No solicitation of customers for promoting other business.  |
| r. Non-competition covenants after the franchise is terminated or expires          | Section 15.2, 15.3                      | No competing business for 2 years within your Territory, within 50 miles from your Territory's boundaries and/or within the territory of any franchisee or affiliate operating an AAAC  |

| Provision   | Section in franchise or other agreement | Summary  |
|---|---|--|
|   |   | Wildlife Control / A All Animal Control business. No solicitation of customers for 2 years.  |
| s. Modification of the agreement                  | Section 18.2                            | No modification unless in writing, although we can change Operations Manual and list of Marks.   |
| t. Integration/merger clause                      | Section 18.2                            | Only the terms of the Franchise Agreement are binding (subject to state law). <i>Any representations or promises outside this disclosure document and franchise agreement may not be enforceable.</i> Notwithstanding the foregoing, nothing in any franchise agreement is intended to disclaim the express representations made in the Franchise Disclosure Document.   |
| u. Dispute resolution by arbitration or mediation | Section 16.2                            | <p>If a dispute arises, the parties must first try to settle the dispute by mediation at an American Arbitration Association location nearest to our principal place of business, presently Montgomery, Texas.</p> <p>Except as qualified in the Franchise Agreement regarding our right to seek injunctive relief, any dispute between you and us or any of our or your affiliates arising under, out of, in connection with or in relation to the Franchise Agreement, the parties' relationship, or the franchised business must be submitted to binding arbitration under the authority of the Federal Arbitration Act and must be arbitrated in accordance with the then-current the Federal Rules of Civil Procedure and the Federal Rules of Evidence. The arbitration must take place in the metropolitan area nearest to where our principal place of business is then located, currently Montgomery, Texas. Any arbitration must be resolved on an individual basis and not joined as part of a class action of the claims of other parties.</p> |
| v. Choice of Forum                                | Section 16.5                            | All disputes not subject to arbitration shall be litigated solely in the district or county in which our principal place of business is then located, currently Montgomery, Texas (subject to applicable state law).   |

| <b>Provision</b> | <b>Section in franchise or other agreement</b> | <b>Summary</b>                                       |
|------------------|--|--|
| w. Choice of Law | Section 16.4                                   | Texas law governs (subject to applicable state law). |

**ITEM 18: PUBLIC FIGURES.**

At this time, we do not use any public figure to promote our franchise.

**ITEM 19: FINANCIAL PERFORMANCE REPRESENTATIONS.**

The FTC’s Franchise Rule permits a Franchisor to provide information about the actual or potential financial performance of its franchised and/or franchisor-owned outlets, if there is a reasonable basis for the information and the information is included in the disclosure document. Financial performance information that differs from the information included in Item 19 may be given only if: (1) a Franchisor provides the actual records of an existing outlet you are considering buying; or (2) a Franchisor supplements the information provided in Item 19, for example, by providing information about possible performance at a particular location or under particular circumstances.

We do not make any representations about a franchisee’s future financial performance or the past financial performance of company-owned or franchised outlets. We also do not authorize our employees or representatives to make any such representation whether orally or in writing. If you are purchasing an existing outlet, however, we may provide you with the actual records of that outlet. If you receive any other financial performance information or projections of your future income, you should immediately report it to us in writing by contacting Josie Moss, AAAC Support Services, LLC, 8375 Hills Parkway, Montgomery, Texas 77316, (281) 292-8866, the Federal Trade Commission and the appropriate state regulatory agencies.

**ITEM 20: OUTLETS AND FRANCHISEE INFORMATION.**

Table No. 1  
**SYSTEMWIDE OUTLET SUMMARY  
FOR YEARS 2020 TO 2022**

| <b>OUTLET TYPE</b>              | <b>YEAR</b> | <b>OUTLETS AT THE START OF THE YEAR</b> | <b>OUTLETS AT THE END OF THE YEAR</b> | <b>NET CHANGE</b> |
|---------------------------------|-------------|---|---------------------------------------|-------------------|
| Franchised Outlets (Note 1)*    | 2020        | 23                                      | 24                                    | +1                |
|                                 | 2021        | 24                                      | 25                                    | +1                |
|                                 | 2022        | 25                                      | 25                                    | 0                 |
| Company Owned Outlets (Note 2)* | 2020        | 1                                       | 1                                     | 0                 |
|                                 | 2021        | 1                                       | 1                                     | 0                 |
|                                 | 2022        | 1                                       | 0                                     | -1                |

| <b>OUTLET TYPE</b> | <b>YEAR</b> | <b>OUTLETS AT THE START OF THE YEAR</b> | <b>OUTLETS AT THE END OF THE YEAR</b> | <b>NET CHANGE</b> |
|--------------------|-------------|---|---------------------------------------|-------------------|
| Total Outlets      | 2020        | 24                                      | 25                                    | +1                |
|                    | 2021        | 25                                      | 26                                    | +1                |
|                    | 2022        | 26                                      | 25                                    | -1                |

\*Note 1: Because of the nature of the business, there are no “outlets.” Therefore, we are counting the Territory granted under a franchise agreement as one “outlet” for purposes of these Item 20 tables, with the exception of the following: (i) a Territory that was expanded under an existing franchise agreement when a franchisee purchased a Territory from another franchisee in 2017 will be counted as two franchised outlets for purposes of these Item 20 tables, even though the franchisee’s initial territory and the purchased territory are now operated under one franchise agreement; and (ii) a Territory containing areas in both Georgia and Illinois that were combined and granted under one franchise agreement will be counted as two franchised outlets—one in Illinois and one in Georgia, for purposes of these Item 20 tables. In addition, as noted in Table 3 below, some of the Territories include areas in more than one state, but such Territories are counted as one franchised outlet because the areas consisting of such a Territory are contiguous.

\*Note 2: Our affiliate owned and operated an AAAC Wildlife Control business similar to the franchise offered in this disclosure document in Colorado.

Table No. 2  
**TRANSFERS OF OUTLETS FROM FRANCHISEES TO NEW OWNERS  
(OTHER THAN THE FRANCHISOR)  
FOR YEARS 2020 TO 2022**

| <b>STATE</b> | <b>YEAR</b> | <b>NUMBER OF TRANSFERS</b> |
|--------------|-------------|----------------------------|
| Kansas       | 2020        | 0                          |
|              | 2021        | 1                          |
|              | 2022        | 0                          |
| Ohio         | 2020        | 0                          |
|              | 2021        | 1                          |
|              | 2022        | 0                          |
| Texas        | 2020        | 0                          |
|              | 2021        | 0                          |
|              | 2022        | 0                          |



|           |      |   |
|-----------|------|---|
| Wisconsin | 2020 | 0 |
|           | 2021 | 1 |
|           | 2022 | 0 |
| Total     | 2020 | 0 |
|           | 2021 | 2 |
|           | 2022 | 0 |

Table No. 3

**STATUS OF FRANCHISED OUTLETS  
FOR YEAR 2020 TO 2022**

| State                     | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|---------------------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| <b>Alabama (Note 1)*</b>  | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Arizona</b>            | 2020 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                           | 2021 | 0                        | 1              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>California</b>         | 2020 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                           | 2021 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                           | 2022 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
| <b>Colorado (Note 2)*</b> | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Florida</b>            | 2020 | 3                        | 1              | 0            | 0            | 0                        | 0                                 | 3                          |
|                           | 2021 | 3                        | 0              | 0            | 0            | 0                        | 1                                 | 2                          |
|                           | 2022 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
| <b>Kansas (Note 3)*</b>   | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Kentucky</b>           | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                           | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Louisiana</b>          | 2020 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                           | 2021 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                           | 2022 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |

| State                          | Year | Outlets at Start of Year | Outlets Opened | Terminations | Non-Renewals | Reacquired by Franchisor | Ceased Operations - Other Reasons | Outlets at End of the Year |
|--------------------------------|------|--------------------------|----------------|--------------|--------------|--------------------------|-----------------------------------|----------------------------|
| <b>North Carolina</b>          | 2020 | 2                        | 0              | 0            | 0            | 0                        | 1                                 | 1                          |
|                                | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Ohio</b>                    | 2020 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                                | 2021 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
|                                | 2022 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
| <b>Oklahoma</b>                | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Pennsylvania</b>            | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>South Carolina</b>          | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Tennessee</b>               | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>Texas</b>                   | 2020 | 5                        | 1              | 0            | 0            | 0                        | 0                                 | 6                          |
|                                | 2021 | 6                        | 0              | 0            | 0            | 0                        | 0                                 | 6                          |
|                                | 2022 | 6                        | 0              | 0            | 0            | 0                        | 0                                 | 6                          |
| <b>Utah</b>                    | 2020 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                                | 2021 | 0                        | 1              | 0            | 0            | 0                        | 1                                 | 0                          |
|                                | 2022 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| <b>Virginia</b>                | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2021 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2022 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
| <b>West Virginia (Note 4)*</b> | 2020 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                                | 2021 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
|                                | 2022 | 0                        | 0              | 0            | 0            | 0                        | 0                                 | 0                          |
| <b>Wisconsin (Note 5)*</b>     | 2020 | 1                        | 0              | 0            | 0            | 0                        | 0                                 | 1                          |
|                                | 2021 | 1                        | 1              | 0            | 0            | 0                        | 0                                 | 2                          |
|                                | 2022 | 2                        | 0              | 0            | 0            | 0                        | 0                                 | 2                          |
| <b>TOTAL</b>                   | 2020 | 23                       | 2              | 0            | 0            | 0                        | 1                                 | 24                         |
|                                | 2021 | 24                       | 3              | 0            | 0            | 0                        | 2                                 | 25                         |
|                                | 2022 | 25                       | 0              | 0            | 0            | 0                        | 0                                 | 25                         |

\*Note 1: The franchisee who opened in 2016 has as part of its Territory an adjacent area in Florida. However, because the main part of this franchisee's Territory is located in Alabama, we are counting this franchisee as having one outlet in Alabama. See also Note 1 to Table 1 above.

\*Note 2: This franchisee purchased the assets of our affiliate owned AAAC Wildlife Control business in Denver, Colorado and combined that Territory with the franchisee’s existing Territory under its existing franchise agreement. Therefore, we are counting this franchisee as still having one outlet in Colorado.

\*Note 3: This franchisee has as part of its Territory an adjacent area in Missouri. However, because the main part of this franchisee’s Territory is located in Kansas, we are counting this franchisee as having one outlet in Kansas. See also Note 1 to Table 1 above.

\*Note 4: This franchisee had as part of its Territory adjacent areas in Kentucky and Ohio. However, because the main part of this franchisee’s Territory was located in West Virginia, we are counting this franchisee as having one outlet in West Virginia. See also Note 1 to Table 1 above.

\*Note 5: We allowed our franchisee in Wisconsin to keep part of his Territory and transfer the other part of his Territory to a new franchisee.

Table No. 4  
**STATUS OF COMPANY-OWNED OUTLETS  
 FOR YEARS 2020 TO 2022**

| State    | Year | Outlets at Start of Year | Outlets Opened | Reacquired From Franchisees | Outlets Closed | Outlets Sold to Franchisees | Outlets at End of the Year |
|----------|------|--------------------------|----------------|-----------------------------|----------------|-----------------------------|----------------------------|
| Colorado | 2020 | 1                        | 0              | 0                           | 0              | 0                           | 1                          |
|          | 2021 | 1                        | 0              | 0                           | 0              | 0                           | 1                          |
|          | 2022 | 1                        | 0              | 0                           | 0              | 1                           | 0                          |
| Total    | 2020 | 1                        | 0              | 0                           | 0              | 0                           | 1                          |
|          | 2021 | 1                        | 0              | 0                           | 0              | 0                           | 1                          |
|          | 2022 | 1                        | 0              | 0                           | 0              | 1                           | 0                          |

Table No. 5  
**PROJECTED OPENINGS AS OF DECEMBER 31, 2022**

| State | Franchise Agreements Signed But Outlet Not Opened | Projected New Franchised Outlets In The Next Fiscal Year | Projected New Company-Owned Outlets In The Next Fiscal Year |
|-------|---|--|---|
|       |   |  |   |

|         |   |   |   |
|---------|---|---|---|
| Florida | 0 | 0 | 0 |
| Texas   | 0 | 0 | 0 |
| Total   | 0 | 0 | 0 |

Exhibit D lists the names of all of our currently operating franchisees and the addresses and telephone numbers of their outlets, and also our current franchisees who have signed Franchise Agreements for units which are not yet opened, as of December 31, 2022. Exhibit E lists the name, city and state, and business telephone number (or, if unknown, the last known home telephone number) of every franchisee who had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or who has not communicated with us within 10 weeks of the issuance date of this Disclosure Document.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

Franchisees have signed confidentiality clauses during the last three fiscal years. In some instances, current and former franchisees sign provisions restricting their ability to speak openly about their experience with the AAAC Wildlife Control / A All Animal Control franchise system. You may wish to speak with current and former franchisees, but be aware that not all such franchisees will be able to communicate with you.

There are no trademark specific franchisee organizations associated with the franchise system being offered in this Disclosure Document.

**ITEM 21: FINANCIAL STATEMENTS.**

Attached as Exhibit F to this Disclosure Document are our audited financial statements for 2022, 2021, and 2020. You are encouraged to hire your own financial/legal professionals to assist in evaluating the franchise business being offered and the financial condition of Franchisor.

**ITEM 22: CONTRACTS.**

The following agreements and other required exhibits are attached to this disclosure document in the pages immediately following:

1. Franchise Agreement and Exhibits
  - Exhibit 1: Identification of Franchisee
  - Exhibit 2: The Territory
  - Exhibit 3: Initial Franchise Fee
  - Exhibit 4: Authorization for Electronic Transfer of Funds
  - Exhibit 5: Irrevocable Power of Attorney (Website)
  - Exhibit 6: Irrevocable Power of Attorney (Telephone Number)
  - Exhibit 7: Confidentiality and Non-Competition Agreement
  - Exhibit 8: Personal Guaranty
  
2. Sample General Release

3. Promissory Note

**ITEM 23: RECEIPTS.**

Attached as the last (2) two pages of this disclosure are detachable documents acknowledging your receipt of this disclosure document.

**EXHIBIT A**  
**LIST OF STATE ADMINISTRATORS**  
**AND AGENTS FOR SERVICE OF PROCESS**

| STATE              | STATE ADMINISTRATOR  | AGENT FOR SERVICE OF PROCESS  |
|--------------------|--|---|
| <b>CALIFORNIA</b>  | Department of Financial Protection and Innovation<br>One Sansome Street, Suite 600<br>San Francisco, CA 94104<br>415-972-8559<br>1-866-275-2677  | Commissioner of Financial Protection and Innovation<br>320 West 4th Street, Suite 750<br>Los Angeles, CA 90013-2344<br>1-866-275-2677 |
| <b>CONNECTICUT</b> | Securities and Business Investment Division<br>Connecticut Department of Banking<br>260 Constitution Plaza<br>Hartford, CT 06103<br>860-240-8230   | Connecticut Banking Commissioner<br>Same Address  |
| <b>FLORIDA</b>     | Department of Agriculture & Consumer Services<br>Division of Consumer Services<br>Mayo Building, Second Floor<br>Tallahassee, FL 32399-0800<br>850-245-6000  | Same  |
| <b>GEORGIA</b>     | Office of Consumer Affairs<br>2 Martin Luther King Drive, S.E.<br>Plaza Level, East Tower<br>Atlanta, GA 30334<br>404-656-3790   | Same  |
| <b>HAWAII</b>      | State of Hawaii<br>Business Registration Division<br>Securities Compliance Branch<br>Dept. of Commerce and Consumer Affairs<br>335 Merchant Street, Room 203<br>Honolulu, HI 96813<br>808-586-2722 | Hawaii Commissioner of Securities<br>Same Address   |
| <b>ILLINOIS</b>    | Franchise Division<br>Office of the Attorney General<br>500 South Second Street<br>Springfield, IL 62706<br>217-782-4465   | Illinois Attorney General<br>Same Address   |
| <b>INDIANA</b>     | Securities Commissioner<br>Indiana Securities Division<br>302 West Washington Street, Room E 111<br>Indianapolis, IN 46204<br>317-232-6681   | Indiana Secretary of State<br>201 State House<br>200 West Washington Street<br>Indianapolis, IN 46204                                 |
| <b>IOWA</b>        | Iowa Securities Bureau<br>Second Floor<br>Lucas State Office Building<br>Des Moines, IA 50319<br>515-281-4441  | Same  |

| STATE                | STATE ADMINISTRATOR  | AGENT FOR SERVICE OF PROCESS  |
|----------------------|--|---|
| <b>KENTUCKY</b>      | Kentucky Attorney General's Office<br>Consumer Protection Division<br>1024 Capitol Center Drive<br>Frankfort, KY 40602<br>502-696-5389   | Same  |
| <b>LOUISIANA</b>     | Department of Urban & Community Affairs<br>Consumer Protection Office<br>301 Main Street, 6th Floor<br>One America Place<br>Baton Rouge, LA 70801<br>504-342-7013 (gen. info.) 504-342-7900                      | Same  |
| <b>MAINE</b>         | Department of Business Regulations<br>State House - Station 35<br>Augusta, ME 04333<br>207-298-3671  | Same  |
| <b>MARYLAND</b>      | Office of the Attorney General<br>Securities Division<br>200 St. Paul Place<br>Baltimore, MD 21202<br>410-576-6360   | Maryland Securities Commissioner<br>Same Address                                      |
| <b>MICHIGAN</b>      | Michigan Department of Attorney General<br>Consumer Protection Division<br>Antitrust and Franchise Unit<br>Williams Building, 1 <sup>st</sup> Floor<br>525 W. Ottawa Street<br>Lansing, MI 48909<br>517-373-7117 | Michigan Department of Commerce<br>Corporations and Securities Bureau<br>Same Address |
| <b>MINNESOTA</b>     | Minnesota Department of Commerce<br>85 7 <sup>th</sup> Place East, Suite 280<br>St. Paul, MN 55101<br>651-539-1631   | Minnesota Commissioner of Commerce<br>Same Address                                    |
| <b>NEBRASKA</b>      | Department of Banking and Finance<br>1526 K Street, Suite 300<br>Lincoln, NE 68508<br>P.O. Box 95006<br>Lincoln, Nebraska 68509-5006<br>402-471-2171   | Same  |
| <b>NEW HAMPSHIRE</b> | Attorney General<br>Consumer Protection and Antitrust Bureau<br>State House Annex<br>Concord, NH 03301<br>603-271-3641   | Same  |
| <b>NEW YORK</b>      | Bureau of Investor Protection and Securities<br>New York State Department of Law<br>120 Broadway, 23rd Floor<br>New York, NY 10271<br>212-416-8222   | Secretary of State<br>99 Washington Avenue<br>Albany, New York 12231                  |

| STATE                 | STATE ADMINISTRATOR   | AGENT FOR SERVICE OF PROCESS  |
|-----------------------|---|---|
| <b>NORTH CAROLINA</b> | Secretary of State's Office/Securities Division<br>2 South Salisbury Street<br>Raleigh, NC 27601<br>919-733-3924  | Secretary of State<br>Secretary of State's Office<br>Same Address           |
| <b>NORTH DAKOTA</b>   | North Dakota Securities Department<br>600 East Boulevard Avenue<br>State Capitol, Fifth Floor, Dept. 414<br>Bismarck, ND 58505-0510<br>701-328-4712; Fax: 701-328-0140          | North Dakota Securities Commissioner<br>Same Address                        |
| <b>OHIO</b>           | Attorney General<br>Consumer Fraud & Crime Section<br>State Office Tower<br>30 East Broad Street, 15th Floor<br>Columbus, OH 43215<br>614-466-8831 or 800-282-0515              | Same  |
| <b>OKLAHOMA</b>       | Oklahoma Securities Commission<br>2915 Lincoln Blvd.<br>Oklahoma City, OK 73105<br>405-521-2451   | Same  |
| <b>OREGON</b>         | Department of Insurance and Finance<br>Corporate Securities Section<br>Labor and Industries Building<br>Salem, OR 96310<br>503-378-4387   | Director<br>Department of Insurance and Finance<br>Same Address             |
| <b>RHODE ISLAND</b>   | Rhode Island Department of Business<br>Regulation<br>Securities Division<br>John O. Pastore Center – Building 69-1<br>1511 Pontiac Avenue<br>Cranston, RI 02920<br>401-222-3048 | Director, Rhode Island Department of<br>Business Regulation<br>Same address |
| <b>SOUTH CAROLINA</b> | Secretary of State<br>1205 Pendleton St., Ste. 525<br>Columbia, SC 29201<br>803-734-1728  | Same  |
| <b>SOUTH DAKOTA</b>   | Department of Labor and Regulation<br>Division of Securities<br>445 E. Capitol Avenue<br>Pierre, SD 57501-3185<br>605-773-4823  | Director of South Dakota<br>Division of Securities<br>Same Address          |
| <b>TEXAS</b>          | Secretary of State<br>Registrations Unit<br>P.O. Box 13550<br>Austin, TX 78711-3550<br>512-475-0775   | Same  |
| <b>UTAH</b>           | Utah Department of Commerce<br>Consumer Protection Division<br>160 East 300 South (P.O. Box 45804)  | Same  |



| STATE             | STATE ADMINISTRATOR   | AGENT FOR SERVICE OF PROCESS   |
|-------------------|---|--|
|                   | Salt Lake City, UT 84145-0804<br>TELE: 801-530-6601<br>FAX:801-530-6001   |  |
| <b>VIRGINIA</b>   | State Corporation Commission<br>Division of Securities and Retail Franchising<br>Tyler Building, 9 <sup>th</sup> Floor<br>1300 E. Main Street<br>Richmond, VA 23219<br>804-371-9051 | Clerk of the State Corporation<br>Commission<br>1300 E. Main Street, 1 <sup>st</sup> Floor<br>Richmond, VA 23219<br>804-371-9733 |
| <b>WASHINGTON</b> | Department of Financial Institutions<br>Securities Division<br>150 Israel Rd S.W.<br>Tumwater, WA 98501<br>360-902-8762   | Director, Dept. of Financial Institutions<br>Securities Division<br>150 Israel Rd S.W.<br>Tumwater, WA 98501                     |
| <b>WISCONSIN</b>  | Wisconsin Dept. of Financial Institutions<br>Division of Securities<br>345 W. Washington Avenue, 4th Floor<br>Madison, WI 53703<br>608-266-8557                                     | Wisconsin Commissioner of Securities<br>Same Address   |

**EXHIBIT B**  
**FRANCHISE AGREEMENT AND EXHIBITS**



**FRANCHISE AGREEMENT**

**BETWEEN**

**AAAC SUPPORT SERVICES, LLC**  
**FRANCHISOR**

**AND**

---

**FRANCHISEE**

AAAC WILDLIFE REMOVAL FRANCHISE AGREEMENT

TABLE OF CONTENTS

|            |   |    |
|------------|---|----|
| Article 1  | GRANT OF FRANCHISE .....                                | 2  |
| Article 2  | TERM AND RENEWAL .....                                  | 4  |
| Article 3  | INITIAL FRANCHISE FEE; EXISTING CUSTOMERS .....         | 5  |
| Article 4  | LOCATION OF FRANCHISED BUSINESS .....                   | 6  |
| Article 5  | OTHER FEES .....  | 6  |
| Article 6  | TRAINING; OPERATING ASSISTANCE; PERSONNEL .....         | 9  |
| Article 7  | OPERATIONS STANDARDS AND REQUIREMENTS .....             | 11 |
| Article 8  | FRANCHISOR'S MARKS .....                                | 20 |
| Article 9  | COMMUNICATION AND INFORMATION SYSTEM AND SOFTWARE ..... | 22 |
| Article 10 | CONFIDENTIAL INFORMATION .....                          | 25 |
| Article 11 | ADVERTISING .....                                       | 26 |
| Article 12 | TRANSFERABILITY OF INTEREST .....                       | 31 |
| Article 13 | TERMINATION .....                                       | 36 |
| Article 14 | OBLIGATIONS UPON TERMINATION .....                      | 40 |
| Article 15 | COVENANTS OF FRANCHISEE .....                           | 43 |
| Article 16 | ENFORCEMENT .....                                       | 45 |
| Article 17 | INDEPENDENT CONTRACTOR AND INDEMNIFICATION .....        | 47 |
| Article 18 | MISCELLANEOUS .....                                     | 47 |
| Article 19 | SUBMISSION OF AGREEMENT .....                           | 50 |

Exhibits

|  |           |
|--|-----------|
| IDENTIFICATION OF FRANCHISEE                     | Exhibit 1 |
| THE TERRITORY                                    | Exhibit 2 |
| INITIAL FRANCHISE FEE                            | Exhibit 3 |
| AUTHORIZATION FOR ELECTRONIC TRANSFER OF FUNDS   | Exhibit 4 |
| IRREVOCABLE POWER OF ATTORNEY (Website)          | Exhibit 5 |
| IRREVOCABLE POWER OF ATTORNEY (Telephone Number) | Exhibit 6 |
| CONFIDENTIALITY AND NON-COMPETITION AGREEMENT    | Exhibit 7 |
| PERSONAL GUARANTY                                | Exhibit 8 |

## AAAC WILDLIFE REMOVAL FRANCHISE AGREEMENT

THIS FRANCHISE AGREEMENT (the "Agreement"), is entered and effective this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ (the "Effective Date") by and between AAAC SUPPORT SERVICES, L.L.C., a Texas limited liability company, with its principal place of business at 8375 Hills Parkway, Montgomery, Texas 77316 ("Franchisor"), and the following individual(s) or entity \_\_\_\_\_ a \_\_\_\_\_ ( if an entity, type of entity and state where formed or incorporated), who resides or has its principal place of business at \_\_\_\_\_ (collectively and individually referred to as "Franchisee").

### RECITALS

A. Franchisor owns and has developed a valuable system for the establishment and operation of a distinctive type of business operating under the Marks (as defined below) and in accordance with the System that offers a wide variety of animal and wildlife management, control and removal services, pest control services, animal damage control and prevention services, and related handyman services, to the general public ("AAAC Wildlife Removal business(es)").

B. The System consists of distinctive methods, techniques and procedures for animal and wildlife management, control and removal services, pest control services, animal damage control and prevention services, and related handyman services, advertising, training, sales, trade practices, as well as operating methods, management control systems, signage specifications, various business forms, and manuals, including the confidential operations manual and confidential instructional materials which Franchisor has created and/or shall create or modify in the future, all as specified by Franchisor from time to time for use in connection with the operation of an AAAC Wildlife Removal business.

C. Franchisor has acquired and owns the rights to the trade names and service marks "AAAC Wildlife Removal," "AAAC Wildlife Removal/ A All Animal Control," and "A All Animal Control," and certain designs, commercial symbols, trade dress, phrases, logos, insignias, designs, trademarks, service marks, copyrights and other items now or hereafter owned, used or provided by Franchisor and designated in writing by Franchisor (the "Marks") for the continued use in connection with the operation of an AAAC Wildlife Removal business under the System pursuant to the terms of this Agreement.

D. Franchisee understands and acknowledges the importance of Franchisor's standards of quality, service, and appearance, of opening and operating an AAAC Wildlife Removal business in conformity with Franchisor's standards and specifications as presented in Franchisor's Manual and updates, and of preserving the confidentiality of the System.

E. In the event that Franchisee is legal business entity, Franchisor is only willing to execute this Agreement if each of the owners of the Franchisee executes a Personal Guaranty in the form attached hereto as Exhibit 8.

F. Franchisee wishes to obtain the right from Franchisor to operate an AAAC Wildlife Removal business, and understands and accepts the terms, conditions and covenants set forth herein as those which are reasonably necessary to maintain Franchisor's high and uniform standards of quality and service designed to protect the goodwill and enhance the public image of the Marks and recognizes the necessity of operating its AAAC Wildlife Removal business in strict compliance therewith, and with Franchisor's standards and specifications.

NOW, THEREFORE, the parties agree as follows:

ARTICLE 1  
GRANT OF FRANCHISE

1.1 Grant of Franchise. Franchisor hereby grants to Franchisee the non-exclusive right, and Franchisee undertakes the obligations, upon the terms and conditions of this Agreement, to establish and operate an AAAC Wildlife Removal business (hereafter referred to as the “Franchised Business”) and to use in the operation of the Franchised Business the Marks and the System, as they may be changed, improved, and further developed from time to time in Franchisor’s sole discretion, only within the geographical area described in Exhibit 2 to this Agreement (the “Territory”). Franchisee does not have any right to sublicense or subfranchise within or outside of the Territory and does not have the right to operate more than one Franchised Business within the Territory.

1.2 Territory. Franchisee’s Territory under this Agreement is described in the attached Exhibit 2 to this Agreement. During the term of this Agreement, and so long as Franchisee is not in default under this Agreement and all other related agreements, Franchisor and its affiliates will not operate, nor grant to any other party the right to operate, an AAAC Wildlife Removal business within your Territory, except as provided for in this Article 1.

1.2.1 Franchisee shall not solicit customers or perform any business, perform services, or market for customers geographically located outside of Franchisee’s Territory without Franchisor’s prior written consent, which Franchisor may give or withhold in its sole discretion. In the event Franchisor consents to any such activities outside of Franchisee’s Territory, Franchisor may, at any time thereafter and for any reason, revoke its consent and Franchisee must immediately cease all such activities outside of Franchisee’s Territory. If Franchisor revokes its consent, or establishes (through itself or an affiliate), licenses or grants a franchise for an AAAC Wildlife Removal business whose territory includes customers that Franchisee had been servicing, then all information regarding such customers shall be immediately transferred to Franchisor. In addition, Franchisee shall immediately discontinue any and all solicitation and servicing of customers in said area and shall refer any requests for such service or products to Franchisor (or its affiliate) or the franchise owner who purchased the territory. Franchisee will receive no compensation for such cessation of service or customer information delivery. Failure to comply with Franchisor’s written notice requiring such customer information transfer and/or the cessation of business activities in such area shall constitute a material breach of this Agreement and Franchisor will have the right to terminate this Agreement pursuant to Article 13. Notwithstanding anything in this Agreement to the contrary, in no event may Franchisee solicit business, market, advertise or service customers geographically located within another franchisee’s designated territory. Franchisor shall not, in any event or under any circumstances, be liable to Franchisee for any loss, injury or damage to Franchisee which may result from the failure of another franchisee to comply with this or similar obligation.

1.2.2 Franchisee may, only if Franchisor approves, in its sole discretion, expand the Territory by purchasing additional, available territory areas that are contiguous to the Territory. If Franchisor approves Franchisee’s request to expand the Territory, Franchisee shall pay Franchisor an additional franchise fee for the additional territory area, which will be subject to the negotiation and mutual agreement of Franchisor and Franchisee. Franchisor may, however, charge the then-current Initial Franchise Fee charged to new franchisees for the size of the additional territory area(s). Upon Franchisee’s purchase of an additional territory area(s), the Website Fee, Technology Fee and/or any Social Media Management Fee may increase if additional territory area(s) are advertised or marketed as a separate business, in Franchisor’s sole discretion. If Franchisor approves Franchisee’s request to purchase an additional territory area(s), such additional territory area shall become a part of the Territory under this Agreement and a description of the additional territory area(s) will be added to Exhibit 2 to this Agreement by an amendment signed by Franchisor and Franchisee.

1.3 Reserved Rights of Franchisor. Franchisor (on behalf of itself and its affiliates) retains all rights with respect to the System, the Marks, the offer and sale of animal and wildlife management, control and removal services, pest control services, animal damage control and prevention services, and related handyman services, or any other products and services, anywhere in the world, including, without limitation, the right to: (a) own, operate, situate and/or license others to operate AAAC Wildlife Control businesses anywhere outside the Territory, including within close proximity to the Territory's boundaries; (b) offer and sell products and services that are not part of the System through any distribution method within or outside the Territory; (c) to initiate and conduct national or major account programs in which large accounts contract directly with Franchisor for service on a national or regional basis, and agree upon pricing to be charged by Franchisor and/or Franchisor's franchisees for servicing such accounts. Franchisor can fulfill services for national and major accounts in the Territory without paying Franchisee any compensation. However, Franchisor may, in its sole and absolute discretion, give Franchisee the option to service such accounts for a fee negotiated with Franchisor in good faith as fair and reasonable compensation. If offered to Franchisee and Franchisee chooses not to service one or more of those accounts or if Franchisor does not request that Franchisee service such accounts or subsequently revokes Franchisor's consent for Franchisee to service those accounts, Franchisor, or a third party designated by Franchisor (including affiliates and other franchisees), will service the customer in the Territory, and at Franchisor's option, all other such national or major accounts in the Territory, which Franchisor may designate in its reasonable discretion; (d) to purchase, merge, acquire or affiliate with any other chain or business, including businesses that provide wildlife control services, regardless of the location of those businesses, and to operate, franchise, or license those businesses as an AAAC Wildlife Control business operating under the System, the Marks, or any other mark following Franchisor's purchase, merger, acquisition, affiliation, regardless of the location of such businesses (which may be within the Territory and proximate to the Territory); and (e) sell, at wholesale or retail through any other channel of distribution available, including the Internet, and under the Marks, and/or other names and marks, wildlife and pest control related products to any person or entity, from and/or to any location whatsoever, including both within and outside the Territory. Franchisor and its affiliates may engage in such wholesale or retail sales activities from, at, to, or through any wholesale or retail entities or facilities whatsoever. Franchisee understands and acknowledges that this Agreement does not grant Franchisee any rights with respect to such sales whether conducted now or in the future, and Franchisee is not entitled to any compensation with respect to any such sales, even if such sales are made from or to a buyer located within the Territory.

1.4 Minimum Annual Revenues.

1.4.1 During the term of this Agreement, Franchisee agrees to generate certain minimum annual Gross Revenues (the "Minimum Annual Revenues") in each Sales Year, starting with the second Sales Year. "Sales Year" means the twelve (12) month period commencing on the opening of the Franchised Business and each twelve (12) month period thereafter. The Minimum Annual Revenues that must be achieved in the second Sales Year shall be the amount of Franchisee's annual Gross Revenues for the first Sales Year increased by the greater of: (i) the percentage increase in the Consumer Price Index during the first Sales Year, or (ii) five percent (5%). The Minimum Annual Revenues that must be achieved in each Sales Year thereafter shall be the amount of the Minimum Annual Revenues for the prior Sales Year increased by the greater of: (i) the percentage increase in the Consumer Price Index during the prior Sales Year, or (ii) five percent (5%). Annual Gross Revenues include the total of all Gross Revenues of the Franchised Business in a twelve (12) month period.

1.4.2 In addition to other remedies that are available to Franchisor under this Agreement or at law or in equity, including the termination of this Agreement, in the event Franchisee fails to achieve the Minimum Annual Revenues in any Sales Year, Franchisor shall have the right to reduce the size of the Territory granted hereunder. In such event, Franchisee shall cease using the Marks and operating the Franchised Business in that portion of the Territory set forth in a written notice from Franchisor, in which Franchisee shall no longer have any rights in or to such area (the "Former Territory Area"), and this Agreement shall be automatically amended to exclude the Former Territory Area from the definition of "Territory" herein. Franchisee understands

and agrees that in such event, Franchisee shall not have the right, and shall immediately cease, to offer, sell or provide products or services in the Former Territory Area. Immediately following receipt of such written notice, Franchisee will also be required to assign and sell to Franchisor or its designee all of Franchisee's customer contracts to be performed in the Former Territory Area. The purchase price for these customer contracts will be twenty percent (20%) of the Franchised Business's trailing 12-month Gross Revenues in the Former Territory Area.

## ARTICLE 2 TERM AND RENEWAL

2.1 Initial Term. Unless otherwise terminated as provided for in this Agreement, this Agreement shall be effective and binding from the Effective Date of this Agreement for an initial term of ten (10) years.

2.2 Renewal. Franchisee may, at its option, renew this Agreement for one (1) additional consecutive term of ten (10) years, provided that Franchisee complies with all of the following requirements:

- (a) Franchisee has given Franchisor written notice of its election to renew not less than nine (9) months, but not more than twelve (12) months, before the expiration of the initial term;
- (b) Franchisee must not be in breach or default of any provision of this Agreement, any amendment thereof, or any other agreement or promissory note between Franchisee and Franchisor or its affiliates; Franchisee must not have received two (2) or more notices of default during the initial term, whether or not cured; and Franchisee must have substantially complied with all of the terms and conditions of this Agreement during the initial term;
- (c) Franchisee, before the Expiration Date, has brought the Franchised Business into full compliance with the then-current specifications and standards then applicable for new or renewing AAAC Wildlife Control businesses;
- (d) Franchisee has satisfied all monetary obligations owed by Franchisee to Franchisor under this Agreement or any other agreement or promissory note between Franchisee and Franchisor or its affiliates, and has timely met these obligations throughout the initial term of this Agreement;
- (e) Franchisee executes Franchisor's then-current form of Franchise Agreement (with appropriate modifications to reflect that the Franchise Agreement relates to the grant of the renewal franchise, and therefore excludes the renewal term), which agreement shall supersede in all respects this Agreement, and the terms of which may differ from the terms of this Agreement, including, without limitation, different Advertising Fund Fees, Royalties, Technology Fees, Website Fees, other fees, as well as other material financial and non-financial terms and conditions; provided, however, Franchisee shall not be required to again pay the Initial Franchise Fee required by Article 3 hereof, or its equivalent;
- (f) Franchisee pays Franchisor a renewal fee equal to twenty percent (20%) of the then-current initial franchise fee being charged to new franchisees for the size of the Territory;
- (g) Franchisee has executed a full general release, in a form prescribed by Franchisor, of any and all claims that have arisen or could have arisen against Franchisor and its subsidiaries and affiliates, and their respective officers, directors, agents, representatives and employees, in their corporate and individual capacities; and



(h) Franchisee has complied with Franchisor's then-current qualification and training requirements, including, without limitation, any training requirements specifically designed for renewing franchisees.

2.3 Continued Operation Following Expiration. Unless this Agreement is renewed in accordance with the terms of this Agreement, Franchisee shall have no right to continue to operate the Franchised Business after the expiration of the initial term. If Franchisor permits Franchisee to continue to operate the Franchised Business after the expiration of the initial term, but before the execution by Franchisee of a new Franchise Agreement for the renewal term as required by Section 2.2(e) above, then the temporary continuation of the Franchised Business will be on a month-to-month basis, and will be terminable at the will of Franchisor by giving Franchisee written notice of termination at least thirty (30) days before the termination is effective. If the laws of the jurisdiction in which the Franchisee or the Franchised Business are located require a longer notice period, the thirty-day period will be deemed modified to be the shortest notice period required by the laws of such jurisdiction.

ARTICLE 3  
INITIAL FRANCHISE FEE; EXISTING CUSTOMERS

3.1 Initial Franchise Fee. In consideration of the execution of this Agreement by Franchisor, Franchisee agrees to pay Franchisor an initial franchise fee (the "Initial Franchise Fee") in the amount set forth in Exhibit 3 attached to this Agreement. The Initial Franchise fee is fully earned, due and payable to Franchisor upon the execution of this Agreement. The Initial Franchise Fee shall be deemed fully earned upon receipt and is not refundable under any circumstances. Franchisee shall pay the Initial Franchise Fee by cash, cashier's check or money order.

3.1.1 The Initial Franchise Fee is based on the size of Franchisee's Territory and shall be the corresponding Initial Franchise Fee as shown on the following chart:

| Population             | Initial Franchise Fee |
|------------------------|-----------------------|
| 300,000 to 500,000     | \$17,000              |
| 500,001 to 1,000,000   | \$20,000              |
| 1,000,001 to 2,500,000 | \$25,000              |
| 2,500,001 and up       | \$30,000              |

3.1.2 If Franchisee is a military veteran who has been honorably discharged, Franchisee will receive a discount of Two Thousand Five Hundred Dollars (\$2,500) from the Initial Franchise Fee due under this Agreement.

3.2 Existing Franchisee Customers. If Franchisee or its affiliate provided, prior to the Effective Date of this Agreement, animal and wildlife management, control and removal services, pest control services, animal damage control and prevention services, and related handyman services, and:

(a) these customers are located in the Territory ("Rebranded AAAC Customers"), then on the Effective Date of this Agreement and at all times during the term of this Agreement, Franchisee shall service all such Rebranded AAAC Customers as an AAAC Wildlife Removal franchisee, using the Marks, and shall pay to Franchisor the Royalties, Advertising Fund Fees and all other fees due on the Gross Revenues from these Rebranded AAAC Customers. All such Rebranded AAAC Customers and the list and information of these Rebranded AAAC Customers shall belong to Franchisor and, upon the expiration or termination of this Agreement, Franchisee shall have no right to solicit or service these Rebranded AAAC Customers and shall not have any rights in or to the list or information of these Rebranded AAAC Customers. Franchisor and Franchisee have agreed that Franchisee shall receive a credit in the amount set forth in Exhibit 3 to this Agreement against the Initial Franchise Fee. Franchisee shall not be entitled to any further credit or reduction of the Initial Franchise Fee or any other remuneration

for the transfer of these Rebranded AAAC Customers and the list and information of these Rebranded AAAC Customers to Franchisor.

(b) these customers are located outside of the Territory, then Franchisor may, at its option, require Franchisee (or its affiliate) to assign such customer contracts to Franchisor or its designee. If Franchisor exercises this option, Franchisor and Franchisee have agreed that Franchisee shall receive a credit in the amount set forth in Exhibit 3 to this Agreement against the Initial Franchise Fee. In such event, these customers and the list and information of these customers shall belong to Franchisor and, upon the expiration or termination of this Agreement, Franchisee will have no right to solicit or service these customers or to the list or information of these customers. Franchisee shall not be entitled to any further credit or reduction of the Initial Franchise Fee or any other remuneration for the assignment of these customer contracts and the list and information of these customers to Franchisor or its designee. Franchisee or its affiliate and Franchisor or its designee shall sign such agreements to effectuate the assignment of such customer contracts.

#### ARTICLE 4 LOCATION OF FRANCHISED BUSINESS

4.1 Location. Franchisee shall lease, purchase or otherwise secure suitable premises for the operation of the Franchised Business (the “Premises”). Except as stated in this Section 4.1, the Premises must be located within Franchisee’s Territory. Franchisee may operate the Franchised Business from Franchisee’s residence if: (a) permitted, in writing, by Franchisor, and (b) permitted by, and so long as Franchisee fully complies with, all applicable building, zoning and licensing laws, ordinances, requirements and restrictions. Franchisor requires that Franchisee reside within, or within close proximity to, the Territory. If Franchisee resides outside the Territory, Franchisee shall obtain, prior to opening the Franchised Business, and maintain at all times during the term of this Agreement, a mailing address located within the Territory. Franchisee shall provide Franchisor with the address of the Premises prior to opening the Franchised Business, and shall notify Franchisor promptly of any change in the location of the Premises. Should Franchisee have authorization to locate its Premises outside of its Territory, Franchisee agrees that should another AAAC Wildlife Removal franchisee purchase a territory where Franchisee’s Premises is located, Franchisee will move the location of its Premises, unless Franchisee has attained written authorization from Franchisor.

#### ARTICLE 5 OTHER FEES

5.1 Royalty Fee. In consideration of Franchisor’s grant to Franchisee of a license to use the Marks and System, Franchisee agrees to pay to Franchisor a continuing monthly royalty fee (“Royalty Fee” or “Royalty”) equal to six percent (6%) of Franchisee’s “Gross Revenues” (as defined in Section 5.8 below). Beginning the 13<sup>th</sup> full calendar month after the Franchised Business begins operating, Franchisee shall pay a monthly Royalty Fee equal to the greater of (i) six percent (6%) of Franchisee’s Gross Revenues, or (ii) Seven Hundred Dollars (\$700.00).

5.1.1 Royalty Fees shall be calculated and paid on a monthly basis. Franchisee shall pay all Royalty Fees to Franchisor on or before the third (3<sup>rd</sup>) business day of each month, or such other day as may be specified by Franchisor, based upon the Gross Revenues of the preceding month. Franchisee shall also pay Franchisor, in addition to the Royalty Fees payable hereunder, all federal, state and local sales or use taxes that may be levied or assessed, in whole or in part, against any Royalty Fees payable to Franchisor.

5.2 Advertising Fund Fee. Franchisee agrees to pay to Franchisor a continuing monthly advertising fund fee (“Advertising Fund Fee”) equal to one percent (1%) of Franchisee’s Gross Revenues.

5.2.1 Franchisee shall pay all Advertising Fund Fees to Franchisor on or before the third (3<sup>rd</sup>) business day of each month, or such other day as may be specified by Franchisor, based upon the Gross Revenues of the preceding month. Franchisee shall also pay Franchisor, in addition to the Advertising Fund Fees payable hereunder, all federal, state and local sales or use taxes that may be levied or assessed, in whole or in part, against the Advertising Fund Fees payable to Franchisor.

5.3 Website Fee. Franchisee shall pay to Franchisor any fee imposed by Franchisor, or Franchisee's *pro rata* share of any fee imposed by a third party service provider, as required by Franchisor, in connection with hosting any Website, or other services related to the Website, established and/or maintained by Franchisor. If imposed, such Website Fee shall be due and payable to Franchisor as set forth in the Manual or otherwise and is subject to change. Franchisor may, in its discretion, require Franchisee to pay this fee directly to vendors designated by Franchisor.

5.4. Technology Fee. Franchisee agrees to pay to Franchisor a continuing monthly technology fee in connection with Franchisor's required software, applications, programs and/or systems and related services, which may, but are not required to, be provided in Franchisor's sole discretion ("Technology Fee"), commencing thirty (30) days prior to the opening of the Franchised Business. Franchisee shall pay the Technology Fee at the same time and in the same manner that it makes payment of the Royalty Fee due under this Agreement or as otherwise required by Franchisor. This fee is subject to change as set forth in the Manual or otherwise. Franchisor may, in its discretion, require Franchisee to pay all or part of this fee directly to vendors designated by Franchisor.

5.5 Social Media Management Fee. Franchisee shall pay to Franchisor any fee imposed by Franchisor in connection with Franchisor's (or its designated vendor's) management of social media accounts and sites for the Franchised Business ("Social Media Management Fee"). Franchisee shall pay the Social Media Management Fee, if any, at the same time and in the same manner that it makes payment of the Royalty Fee due under this Agreement or as otherwise required by Franchisor. This fee is subject to change as set forth in the Manual or otherwise. Franchisor may, in its discretion, require Franchisee to pay all or part of this fee directly to vendors designated by Franchisor.

5.6 Commencement of Payments. Except as expressly provided in this Agreement, the Royalty Fee, Advertising Fund Fee, and all other payments and fees due under this Agreement, will accrue on the date on which Franchisee actually commences operation of the Franchised Business, and shall be paid monthly (subject to Section 5.13 below) by Franchisee on a day prescribed in the Manual or elsewhere. All royalties and fees due under this Agreement will continue to be due during the entire term of this Agreement.

5.7 Late Payment, Interest and Related Fees. Franchisee shall pay Franchisor (or the Funds, as the case may be) a late fee of \$100.00 on each payment required under this Agreement that is not received by Franchisor within five (5) days after the due date. Any payments that are not received by Franchisor within thirty (30) days after the same become due will bear interest at the rate of 18% per annum, or the highest rate allowed by law, whichever is lower, from the date such payment was due to the date payment is received by Franchisor, regardless of any subordinate agreement that may be in effect to postpone payment of royalties. Franchisee shall pay Franchisor a fee of \$35 if bank payment is refused for any check or pre-authorized draft received by Franchisor from Franchisee due to "insufficient funds" or otherwise, in addition to any out-of-pocket costs Franchisor incurs as a result. If Franchisor allows Franchisee to and Franchisee makes any payment to Franchisor or its affiliate by credit card for any fee or required payment to Franchisor or its affiliate, Franchisor or its affiliate will charge Franchisor a credit card service fee equal to the transactions fees charged to Franchisor.

5.8 Gross Revenues. The term "Gross Revenues" means all revenues and income from whatever source derived or received by Franchisee from, through, by or on account of the operation of the Franchised Business, whether received in cash, in services, in kind, on credit (whether or not payment is received), bartering, or otherwise. There will be deducted from Gross Revenues, to the extent

they have been included: (i) all sales tax receipts or similar tax receipts which, by law, are chargeable to buyers, if Franchisee separately states the taxes when the buyer is charged and if Franchisee actually pays the taxes to the appropriate taxing authority; and (ii) any documented refunds, chargebacks, credits and allowances given in good faith to buyers by Franchisee (such deductions will not include any credit card user fees, returned checks or reserves for bad credit or doubtful accounts). The use of any coupons or other discounts, waivers, or any bartering or exchange transactions, or the sale of any unapproved products or services bearing the Marks without Franchisor's prior written approval is prohibited and the amount of the discount, unapproved exchange or unauthorized sale offered by Franchisee in such case shall also be included in the definition of Gross Revenues.

5.9 Electronic Funds Transfer. Franchisee understands and agrees that Franchisor requires Franchisee to pay all Royalties, Advertising Fund Fees, Website Fees, Technology Fees, interest, late charges, and any other amounts due to Franchisor or any affiliate of Franchisor by Electronic Funds Transfer (EFT), including Automated Clearing House. Franchisee agrees to comply with Franchisor's payment instructions, and to sign any and all documents and forms necessary to effectuate the electronic funds transfers, including the Electronic Transfer of Funds Authorization form attached to this Agreement as Exhibit 4, or such other form as Franchisor or Franchisee's bank may prescribe or accept) for direct debits from the account. Franchisee shall ensure that Franchisor has access to the account for purposes of receiving EFT payments, and Franchisee shall comply with procedures specified by Franchisor and perform such acts as may be necessary to accomplish payment by EFT. Franchisee hereby authorizes Franchisor to initiate debit entries and credit correction entries to Franchisee's designated bank account for payment of Royalty Fees, Advertising Fund Fees, Website Fees, Technology Fees, any Social Media Management Fees, interest, late fees, and other any amounts payable to Franchisor or any affiliate of Franchisor. Once established, Franchisee may not close the account without Franchisor's consent. Franchisee must at all times maintain a balance in its account sufficient to allow Franchisor to collect the amounts owed when due. Franchisee is responsible for any penalties, fines or other similar expenses associated with the transfer of funds described in this subparagraph. If Franchisee has not timely reported Franchisee's Gross Revenues to Franchisor for any reporting period, then Franchisor is hereby authorized by Franchisee to debit Franchisee's designated bank account in an amount equal to the amounts payable by Franchisee for the last reporting period for which Franchisor received a Monthly Sales Report. Nothing in this paragraph is to be construed to waive Franchisee's obligations to submit any reports, records or other materials required by this Agreement.

5.10 Payments to Franchisor. In addition to all other payments under this Agreement, Franchisee agrees to pay to Franchisor immediately upon demand by Franchisor:

- (a) The amount of all sales taxes, corporate taxes, trademark license taxes and any similar taxes imposed on, required to be collected, or paid by Franchisor on account of services or goods Franchisor has furnished to Franchisee through sale, lease or otherwise, or on account of collection by Franchisor of the Initial Franchise Fee, Royalties or Advertising Fund Fees or other payments called for by this Agreement.
- (b) All amounts advanced by Franchisor, or which Franchisor has paid, or for which Franchisor has become obligated to pay, on behalf of Franchisee for any reason.
- (c) All amounts due to Franchisor (or its affiliates), for products or services purchased by Franchisee from Franchisor, its affiliates or designees.

5.11 Application of Funds. If Franchisee is delinquent in the payment of any obligation to Franchisor under this Agreement, or under any other agreement with Franchisor, then Franchisor may apply any payment from Franchisee to the oldest obligation due, whether under this Agreement or otherwise, whether or not there is any contrary designation by Franchisee.

5.12 Franchisee May Not Withhold. Franchisee agrees not to withhold payment of any Royalty Fee, Advertising Fund Fee, Website Fee, Technology Fee or any other amounts due to

Franchisor on grounds of the alleged non-performance of any of Franchisor's obligations under this Agreement nor on account of a set-off against potential or actual damages which Franchisee has alleged or plans to allege against Franchisor.

5.13 Switch of Reporting/Payment from Monthly to Weekly Basis. Franchisor may, at its sole option and in writing, require that all reporting and payments otherwise required to be performed/made by Franchisee on a monthly basis under this Agreement shall thereafter be performed/made on a weekly basis. In such event, all such amounts/fees shall be due on the Wednesday of each week based upon the Gross Revenues of the preceding week ending on Sunday, unless otherwise provided in the Manual.

## ARTICLE 6 TRAINING; OPERATING ASSISTANCE; PERSONNEL

6.1 Initial Training Program. At least one but not more than two (2) persons designated by Franchisee and approved by Franchisor must complete, to Franchisor's satisfaction, Franchisor's initial training program. Franchisee (or, if Franchisee is an entity, the Operating Partner (defined in Section 6.7 below)) must attend, and if Franchisee has a designated manager who will manage the day-to-day business affairs of the Franchised Business, then the designated manager must also attend. If Franchisee requests initial training of more than two (2) individuals, Franchisor will charge Franchisee a fee of no more than One Thousand Dollars (\$1,000) per person, as stated in our Manual. Franchisee shall be solely responsible for all expenses and costs incurred, including, without limitation, wages, travel, lodging, and subsistence expenses of those persons attending the training.

The Initial Training Program shall be successfully completed by Franchisee (or, if Franchisee is an entity, the Operating Partner) and, if applicable, Franchisee's designated manager, within sixty (60) days of the Effective Date of this Agreement and prior to the opening of the Franchised Business. The Initial Training Program will be approximately two (2) weeks in duration, and may include classroom and on-the-job training. Franchisor may determine the length or portion of the Initial Training Program that Franchisee (or Operating Partner) and/or its designated manager is required to attend based on such individual's experience and role in the day to day operation of the Franchised Business. The Initial Training Program shall be conducted at a site designated by Franchisor, in its sole discretion. Franchisor will determine and notify Franchisee of the date of commencement of the Initial Training Program. Franchisee acknowledges that it is of paramount importance that Franchisee and its employees or representatives understand the System and, therefore, Franchisee's (or, if Franchisee is an entity, the Operating Partner's) and the manager's (if applicable) failure to complete Franchisor's Initial Training Program, and any other required training, to the satisfaction of Franchisor, shall be grounds for Franchisor to elect to terminate this Agreement as set forth in Section 13.2.

If Franchisor reasonably concludes that Franchisee (or, if Franchisee is an entity, the Operating Partner) or the designated manager have failed to attend or successfully complete Franchisor's Initial Training Program, then that person may re-enroll in Franchisor's next scheduled Initial Training Program at an additional charge as then stated in the Manual, but not to exceed One Thousand Dollars (\$1,000) per person.

Franchisee is responsible for training all replacement managers and all other employees. Any new Operating Partner must attend the Initial Training Program, at an additional charge as then stated in the Manual, but not to exceed One Thousand Dollars (\$1,000) per person, and must successfully complete it to Franchisor's satisfaction.

Franchisor reserves the right to determine the duration and subject matter of its training programs and the right to train any number of individuals from any number of franchised or non-franchised AAAC Wildlife Removal business at the same time.

6.2 On-Site Training. Franchisor will not be obligated to provide any on-site training, but if it elects to do so, it will charge Franchisee its then-current fees for each day of on-site training or assistance

it agrees to provide, which fee will not exceed One Thousand Dollars (\$1,000) per day (“On-Site Assistance Fee”). In addition to the fees imposed by Franchisor, Franchisee shall also pay all expenses incurred by Franchisor in connection with the additional on-site training, including, but not limited to, travel, transportation, meals, lodging and other living expenses.

6.3 Training Cancellation. If Franchisee fails to cancel scheduled training at least fourteen (14) days prior to such training or if Franchisee is not prepared to successfully complete training, Franchisor may charge Franchisee the cost of conducting the originally scheduled training, including any travel and living expenses incurred by Franchisor or its representatives. In addition, Franchisor may charge Franchisee the On-Site Assistance Fee for any days Franchisor’s trainers were scheduled to be at the Franchised Business.

6.4 Ongoing Training and Operating Assistance. Franchisor may require Franchisee (or, if Franchisee is an entity, the Operating Partner) and/or, if applicable, the designated manager to attend mandatory refresher or additional training programs at Franchisor’s corporate headquarters (or other location designated by Franchisor) on an annual basis, and may, from time to time, require Franchisee (or, if Franchisee is an entity, the Operating Partner) and/or, if applicable, the designated manager to attend webinars or other online, web-based training or courses. Franchisor will charge Franchisee its then-current fees for this training (unless a webinar or online training or course), which will not exceed One Thousand Dollars (\$1,000) per person, per day. Franchisee will also be responsible for and must pay all costs and expenses for Franchisee and Franchisee’s employees, including, but not limited to, the salaries, travel, accommodation and related costs for all persons associated with Franchisee who attend these training programs. Franchisor shall, in its sole discretion, provide such training to Franchisee or to Franchisee’s personnel at such times and places and for such duration as Franchisor deems necessary.

If Franchisor decides not to require Franchisee (or Operating Partner) to attend an additional training or refresher program such decision will not be indicative of Franchisor’s approval or disapproval of Franchisee’s operational performance.

Franchisor may furnish Franchisee such assistance in connection with the operation of the Franchised Business as Franchisor may from time to time deem appropriate in Franchisor’s sole discretion. This assistance may, but is not required to be provided by Franchisor in person, by telephone, e-mail, the internet, or through any other means as Franchisor deems appropriate. There is no particular type of assistance that is required to be provided by Franchisor at any time or on an ongoing basis.

Franchisee understands and agrees that all advice and guidance provided by Franchisor is gratuitous and is only supportive of the operation of the Franchised Business and that the overall success of the Franchised Business is primarily dependent upon Franchisee’s business abilities and efforts.

Any program, training, support, facility, group, meeting, advertising, account, contract, agreement, membership, discount, subscription, license, visitation, consultation, or any other form of assistance in existence at the signing of this Agreement or that may be initiated by Franchisor in the future and not specifically provided for in this Section shall not be an obligation of the Franchisor and may be discontinued or modified at any time in the sole judgment of Franchisor.

6.5 Annual Franchise Conference. Franchisee (or, if Franchisee is an entity, the Operating Partner) must attend, at Franchisee’s expense, Franchisor’s Annual Franchise Conference at a location designated by Franchisor. Franchisee understands and agrees that Franchisee’s attendance at the Annual Franchise Conference is mandatory, and that Franchisor will charge Franchisee its then-current attendance fee. In addition to this fee, Franchisee is solely responsible for all expenses and costs incurred to attend such conference, including, without limitation, wages, travel, lodging, and subsistence expenses of those persons attending the conference. In the event Franchisee fails to attend the Annual Franchise Conference, unless excused by Franchisor in writing, Franchisee agrees to pay Franchisor, upon demand, the then-current fee charged by Franchisor for Franchisee’s failure to attend. This

provision shall not be construed to require Franchisor to hold, provide, sponsor, host, or organize any such conference.

6.6 Inspection and Operational Audit. Franchisee agrees that Franchisor, or any of its authorized agents or representatives, may at any time during normal business hours conduct an operational audit of the Franchised Business, either at Franchisee's offices or other location where its business records relating to the Franchised Business or located, and may inspect Franchisee's service vehicle and the premises, if applicable, to determine compliance with this Agreement and with Franchisor's policies, procedures, programs, standards, specifications and techniques as set forth in its Manual or elsewhere. Following any inspection and operational audit, and subject to the other provisions of this Agreement, Franchisee agrees to incorporate into the Franchised Business any corrections and modifications Franchisor requires to maintain the standards of quality and uniformity prescribed by Franchisor, as quickly as is reasonably possible.

6.7 Operating Partner. If Franchisee is other than an individual, prior to beginning the initial training program described in Section 6.1, Franchisee shall designate, subject to Franchisor's reasonable approval, an individual who has the authority to, and does, in fact, actively direct your business affairs in regard to the Franchised Business (the "Operating Partner"). The Operating Partner shall be responsible for general oversight and management of the operations of the Franchised Business on behalf of Franchisee. Franchisor requires that Franchisee's Operating Partner have at least a five percent (5%) equity stake in the Franchisee entity. The Operating Partner must attend and successfully complete the initial training program and such other training programs as Franchisor may from time to time require during the term of this Agreement. The Operating Partner may not have an interest in or business relationship with any business competitor of Franchisor, the Franchised Business or any of Franchisor's other franchisees. Franchisee acknowledges and agrees that Franchisor shall have the right to rely upon the Operating Partner to have been given, by Franchisee, decision-making authority and responsibility regarding all aspects of the Franchised Business. In the event that the person designated as the Operating Partner dies, becomes incapacitated, leaves Franchisee's employ, transfers his/her interest in Franchisee, or otherwise ceases to supervise the operations of the Franchised Business, Franchisee shall promptly designate a new Operating Partner, subject to Franchisor's reasonable approval.

6.8 Manager. The Franchised Business must at all times be under the direct "on-premises" supervision of a manager designated by Franchisee, who will manage the day-to-day business affairs of the Franchised Business. The manager may be Franchisee, Franchisee's Operating Partner (if Franchisee is an entity), or a person who has been approved in writing by Franchisor and who has successfully completed Franchisor's initial training program and any other mandatory training programs. Such manager must devote his full time, energy and best efforts to the management and operation of the Franchised Business. Such manager may not have an interest in or business relationship with any business competitor of Franchisor, the Franchised Business or any of Franchisor's other franchisees. The manager must sign a written agreement requiring the maintenance of confidentiality and non-competition, in a form substantially similar to Exhibit 7, attached hereto.

6.9 Staffing Requirements. Franchisee agrees to employ a sufficient number of competent and trained employees to ensure efficient operation of the Franchised Business. No employee of Franchisee will be deemed to be an employee of Franchisor for any purpose whatsoever. Franchisee shall wear, or cause its manager or other staff to wear, while operating the Franchised Business any uniforms or other attire required by Franchisor to maintain the standards of appearance established by Franchisor in its Manual or otherwise.

## ARTICLE 7 OPERATIONS STANDARDS AND REQUIREMENTS

7.1 Manner of Operation; System Standards. Franchisee agrees that it will operate the Franchised Business all times in strict compliance with all standards, specifications, operating

procedures, rules and policies that Franchisor from time to time establishes in its Manual or otherwise for the development and operation of AAAC Wildlife Removal businesses (hereafter referred to as "System Standard(s)"). Accordingly, Franchisee agrees to comply with each and every System Standard, as may be periodically modified and supplemented by Franchisor in its sole and absolute discretion, during the term of this Agreement. Franchisee further agrees that System Standards prescribed from time to time in the Manual, or otherwise communicated to Franchisee in writing, shall constitute provisions of this Agreement as if fully set forth in this Agreement. Any references to this Agreement include all System Standards as periodically modified.

7.2 Confidential Operating Manual. During the term of this Agreement, Franchisor shall provide Franchisee with access to its confidential operating manual, which may consist of multiple volumes of printed text, computer disks, e-mails, and other hand-outs (the "Manual"). At Franchisor's option, the Manual may be provided by the Internet or by other electronic means. The Manual contain Franchisor's mandatory and suggested specifications, standards, operating procedures and rules prescribed from time to time by Franchisor for AAAC Wildlife Removal businesses. Franchisee agrees to operate its Franchised Business in strict compliance with the operational systems, procedures, policies, methods and requirements prescribed from time to time in the Manual. Franchisor shall have the right to add to and otherwise modify the Manual from time to time to reflect changes in the specifications, standards, operating procedures and rules prescribed by Franchisor for AAAC Wildlife Removal businesses. All additions to, deletions from or revisions of the Manual, will be deemed a part of the Manual, and will become binding on Franchisee as if originally set forth in the Manual, upon being delivered to Franchisee. Franchisee agrees to immediately adopt and use the products, services, programs, materials, standards, specifications, policies, methods, procedures and techniques set forth in modifications or supplements to the Manual. The Manual shall at all times remain the sole property of Franchisor and shall promptly be returned upon expiration or termination of this Agreement.

Franchisee agrees that it, its agents, independent contractors, and employees will treat the Manual and the information contained in it as confidential; use all reasonable efforts to maintain this information as secret and confidential; at no time copy, duplicate, record or otherwise reproduce the Manual or supplements to the Manual, in whole or in part; and, not otherwise make the Manual, supplements to the Manual or information in them available to any unauthorized person.

Franchisee agrees to ensure at all times that its copy of the Manual is current and up-to-date. If there is any dispute as to Franchisee's compliance with the provisions of the Manual and any supplements to the Manual, the master copy of the Manual maintained by Franchisor (including its additions, deletions, or revisions) shall control.

7.3 Products and Services. Franchisee shall offer and sell all products and services, and only those products and services authorized by Franchisor and specified in the Manual or as designated in writing by Franchisor ("Permitted Products and Services"). Franchisor may unilaterally add and delete products or services to or from the Permitted Products and Services at any time. Franchisor may also designate any products or services as optional.

7.4 Fixtures and Furnishings; Service Vehicle; Signage. Franchisee shall purchase and install, at Franchisee's expense all fixtures, furnishings, signs, vehicle wraps or vehicle graphics, computer hardware and software, the Communication and Information System described in Article 9 below, and other equipment as may be specified by the Manual from time to time and shall not permit the installation of any fixtures, furnishings, signs, vehicle wraps, vehicle graphics, software, or equipment not conforming to the System Standards. The vehicle used by Franchisee as its service vehicle for the Franchised Business must meet, and must be maintained in accordance with, Franchisor's then-current System Standards. All signage identifying the Franchised Business shall conform to Franchisor's criteria as to type, color, size, design and location as specified by Franchisor. All signage must be approved in writing by Franchisor before they are displayed.



7.5 Approved Supplies and Suppliers. Franchisor requires Franchisee to purchase certain equipment, supplies and other products and services from Franchisor and third party vendors approved or designated by Franchisor, which may include Franchisor's affiliates. Franchisor requires Franchisee to purchase other products, equipment and services by brand name or specification, from vendors of Franchisee's choice. These products, vendors and specifications are identified periodically in the Manual, or in notices from Franchisor, but may be changed or modified from time to time as Franchisor deems necessary.

Franchisor will furnish Franchisee with a list of approved and/or designated manufacturers, suppliers and distributors and approved products, equipment, signs, stationary, materials, supplies and other items or services necessary to operate the Franchised Business. Franchisee must only use approved products, services, inventory, equipment, signs, advertising materials, trademarked items and novelties, and other items or services (collectively, "approved supplies") in connection with the operation of the Franchised Business as set forth in the approved supplies and approved suppliers lists, as Franchisor may amend from time to time as Franchisor deems necessary. Franchisee agrees to purchase the required opening inventory of all products, supplies, equipment, materials and services required to be purchased by Franchisee for the operation of the Franchised Business before the commencement of operations.

Franchisee recognizes that because of price discounts, benefits or other legitimate sales incentives, Franchisor may require Franchisee to participate with Franchisor or other franchisees when purchasing certain items, products or services to be sold or utilized in the Franchised Business.

Franchisee acknowledges and agrees that in purchasing or leasing products, supplies, equipment, materials, services or other approved items from Franchisor or suppliers approved or designated by Franchisor, including its affiliates, **FRANCHISOR EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OR REPRESENTATIONS AS TO THE CONDITION OF SAME, INCLUDING, WITHOUT LIMITATION, EXPRESS OR IMPLIED WARRANTIES AS TO MERCHANTABILITY OR FITNESS FOR ANY INTENDED PURPOSE. FRANCHISEE AGREES TO LOOK SOLELY TO THE MANUFACTURER OR SUPPLIER OF SAME IN THE EVENT OF ANY DEFECTS THEREIN.** In addition, Franchisor disclaims any liability arising out of or in connection with the services rendered or products furnished by any supplier approved or designated by Franchisor. Franchisor's approval or consent to any services, goods, suppliers, or any other individual, entity or any item shall not create any liability to Franchisor.

Franchisee acknowledges and agrees that Franchisor and/or its affiliates will be the only supplier of certain products, supplies and services, and that the cost of such products, supplies and services may be higher than the cost of the same or similar items that may be purchased elsewhere. Franchisee further acknowledges and agrees that certain other approved supplies, products or services may only be available from one source, and Franchisor or its affiliates may be that source, and that the cost of such supplies, products and/or services may be higher than the cost of the same or similar supplies, products and/or services that may be purchased elsewhere. Franchisee acknowledges that Franchisor and/or its affiliates may make a profit on the sale of supplies, products and/or services to Franchisee. Franchisee further understands and agrees that Franchisor and/or its affiliates may from time to time receive consideration from manufacturers, suppliers, vendors and/or other third parties with respect to the sale of products or services to Franchisee. Franchisee agrees that Franchisor and/or its affiliates shall be entitled to any such consideration and/or profits.

Franchisor agrees to use reasonable efforts to fulfill or to cause its affiliates to fulfill Franchisee's orders for supplies, products and/or services that Franchisee is required to purchase from Franchisor or its affiliates. However, neither Franchisor nor its affiliates shall be liable to Franchisee in the event that Franchisor or its affiliates are not able to fulfill an order for supplies, products and/or services placed by Franchisee. In addition, Franchisor shall have no obligation to sell any supplies, products and/or services to Franchisee, if Franchisee is in default under this Agreement.

The cost of any supplies, products and/or services purchased from Franchisor or its affiliates shall be based on the prices then in effect, as set forth and identified from time to time in the Manual, or through other written communications.

7.6 Supplier Approval. Franchisee must notify Franchisor in writing if Franchisee wants to offer for sale through the Franchised Business any brand of product or any services, or to use in the operation of the Franchised Business any brand of material, item or supply that is not then approved by Franchisor, or to purchase any product, material, or supplies from a supplier that is not then designated by Franchisor as an approved supplier, for Franchisor's review and written approval. If requested by Franchisor, Franchisee must submit samples and any other information as Franchisor may require for testing or to otherwise determine whether the product, material, or supplies, or the proposed supplier meets Franchisor's specifications and quality standards. Franchisor shall also have the right to require that its representatives be permitted to inspect the supplier's facilities. Franchisee agrees to pay Franchisor the greater of \$2,500 or Franchisor's costs associated with such testing and evaluation, whether or not the product and/or service is approved. If Franchisor does not communicate to Franchisee its written approval of the proposed supplier or product within sixty (60) days following Franchisor's receipt of all the information and samples Franchisor requests, the proposed supplier or product will be deemed unapproved. If approved, the supplier may be required to sign a supplier agreement. If approved, Franchisor reserves the right, at its option, to re-inspect the facilities and products of any such approved supplier. Franchisor has the right to revoke approval of a previously approved item, service or supplier at any time and in Franchisor's sole discretion, upon written notice.

7.7 Commencement of Operations. Franchisee shall commence operation of the Franchised Business within ninety (90) days after the Effective Date of this Agreement and no later than seven (7) days after Franchisor's written consent to commence operation of the Franchised Business. Before commencing operations, Franchisee agrees to fulfill all the pre-opening obligations called for by this Agreement including (but not limited to) its obligations to: (a) have its Operating Partner and Manager, if any, attend and satisfactorily complete the initial training requirements Franchisor prescribes for the Franchised Business; (b) have a service vehicle approved for use in the operation of the Franchised Business wrapped or graphics package applied (for black service vehicles only) in accordance with Franchisor's specifications; (c) install all equipment, fax machines, and telephone, computer systems and software as required by Franchisor; (d) obtain all required permits, registrations and licenses to operate the Franchised Business; (e) purchase the opening inventory and other products, supplies and services as required by Franchisor; (f) pay all amounts then due to Franchisor and its affiliates; (g) provide Franchisor with evidence of insurance coverage required under this Agreement; (h) do all other acts necessary to make the Franchised Business ready to begin operations; and (i) obtain Franchisor's written consent for the commencement of operation of the Franchised Business.

After opening, Franchisee shall maintain the Franchised Business in continuous operation during the term of this Agreement. Franchisee shall not use or permit the use of the Premises on which the Franchised Business is located for any other purpose or activity other than the operation of the Franchised Business without first obtaining the written consent of Franchisor; provided, however, that this restriction shall not apply if Franchisee's residence is the Premises.

7.8 Payment of Liabilities and Taxes. Franchisee shall at all times pay its distributors, contractors, suppliers, trade creditors, employees, and other creditors promptly as the debts and obligations to such persons become due, and pay all taxes on real and personal property, leasehold improvements and fixtures, and all sales, use, income, payroll, and other taxes promptly when due, and shall hold Franchisor harmless therefrom. All taxes shall be paid directly to the appropriate taxing authority prior to the delinquent date. If Franchisee shall fail to pay any such obligations promptly as the debts to such persons or entities become due or if any taxes become delinquent, Franchisor may, in addition to its other remedies provided in this Agreement, without being obligated to do so, pay any obligation or tax and any late charges interest and penalties thereon, and Franchisee shall, upon demand, reimburse Franchisor for any sums Franchisor has paid, together with interest at the rate of 18%

per annum, or the maximum rate permitted by law, whichever is less, from the date of payment by Franchisor to the date of reimbursement by Franchisee.

7.9 Records. Franchisee agrees to record all revenues received by it or the Franchised Business. Franchisee further agrees to keep and maintain full, complete, and accurate records of these revenues, and to maintain and preserve full, complete and accurate books, records and tax returns in the English language, including related supporting material (such as cash receipts, and credit and charge records) for the Franchised Business for at least six (6) years after the date of their preparation. In connection with its maintenance of such accounts and records, Franchisee, at its expense, shall:

- (a) Submit to Franchisor, on or before the third (3<sup>rd</sup>) business day of each month, a Monthly Sales Report in the manner and in the form prescribed by Franchisor, and certified by Franchisee or an officer of Franchisee, accurately reflecting Franchisee's Gross Revenues during the preceding month, and such other data or information as Franchisor may require. Franchisor reserves the right to require the electronic filing of Franchisee's Monthly Sales Reports. Franchisee also agrees to furnish any sales data requested by Franchisor in the form, manner and frequency that Franchisor requests;
- (b) Submit to Franchisor, within ninety (90) days after the end of each calendar year, a statement of the Franchised Business's profit and loss for the preceding calendar year and a balance sheet as of the end of the preceding calendar year, certified by Franchisee or an officer of Franchisee to be true and correct, together with such other information as may be prescribed or requested by Franchisor;
- (c) The financial statements required above must be prepared in accordance with generally accepted accounting principles, including all disclosures required under those principles and must be in the form and manner prescribed by Franchisor from time to time in the Manual or otherwise;
- (d) Submit to Franchisor signed copies of the federal income tax returns (including federal, state and any local income tax returns) of Franchisee and the Franchised Business for the previous tax year, as filed with the Internal Revenue Service, on or before April 30 of each year, or, if the taxpayer has received an extension of time to file and Franchisee submits to Franchisor a signed, file-stamped copy of IRS Form 4868 or 2688, as applicable, by April 30, then within fifteen (15) days after the final due date for such return, but in no event later than October 30 of each year;
- (e) Submit to Franchisor, within ten (10) days after request, such other forms, reports, bank statements, client files, records, information, and data as Franchisor may reasonably request;
- (f) Use only the chart of bookkeeping accounts as may be prescribed by Franchisor in the Manual or otherwise communicated to Franchisee; and
- (g) Implement such procedures as Franchisor may require to automate the reporting of financial information and the payment of recurring fees by Franchisee pursuant to this Agreement, including, but not limited to, Internet or intranet reporting; and purchase and install such equipment as Franchisor may require to accomplish such automation and pre-authorization of electronic funds transfer or bank debit.

7.10 Audit. At any time during the term of this Agreement and for a period of three (3) years after the termination, assignment or expiration of this Agreement, Franchisee agrees that Franchisor or its designated agents shall have the right at all reasonable business hours, with or without written notice, to examine, inspect, audit and make copies of, at Franchisee's office or such other location as Franchisor may select, Franchisee's books and records of account, bank statements, cash or other receipts, sales

records, canceled checks, client files, federal, state, and local income tax, sales and use tax, and payroll tax returns, payroll records, invoices, journals, ledgers, customer orders, operating records or reports, files of Franchisee relating to programs, products and services sold and transacted, contracts and all sources and supporting records used to prepare reports and forms which Franchisee is required to submit to Franchisor under this Agreement, including the books or records of any corporation, limited liability company, partnership or proprietorship which owns the Franchised Business, and any other information or records pertaining to the Franchised Business or which Franchisee is required to maintain under this Agreement (hereafter referred to as Franchisee's "Business Records"). Franchisor may perform all or part of an audit, financial review or inspection by asking Franchisee to send Franchisee's Business Records to Franchisor and Franchisee must send to Franchisor, at Franchisee's expense, all such documents and items that Franchisor requests within a reasonable time set forth in any such request, but in no event later than thirty (30) days from the date of the request.

7.10.1 Franchisor may choose at its sole discretion to conduct an audit or financial review of the Franchised Business at any time during the term of this Agreement and for a period of three (3) years after the termination, assignment or expiration of this Agreement. If Franchisor causes an audit or review to be made for any period and the audit or review reveals that Franchisee understated the Gross Revenues in any report to Franchisor, then Franchisee shall immediately pay the Royalty Fees and Advertising Fund Fees payable on the amount of the understatement as shown by the audit or review, plus the late fee and interest imposed by Section 5.7 above.

7.10.2 If an audit or review reveals that Franchisee understated its Gross Revenues by two percent (2%) or more for any reporting period, or if an audit, review or inspection is prompted by Franchisee's failure to maintain any records or to timely submit any report or other information required by this Agreement, then in addition to paying the additional Royalty Fees and Advertising Fund Fees due, plus the late fee and interest imposed by Section 5.7 above, Franchisee shall reimburse Franchisor, upon demand, for all costs and expenses of the audit, review or inspection (including, without limitation, wages paid by Franchisor to its employees, travel expenses, and reasonable accounting and legal fees).

7.10.3 If an audit or review reveals that Franchisee understated its Gross Revenues by five percent (5%) or more for any calendar year, then in addition to paying the additional Royalty Fees and Advertising Fund Fees due, plus the late fee and interest imposed by Section 5.7 above and the expenses of the audit or review (including, without limitation, wages paid by Franchisor to its employees, travel expenses, and reasonable accounting and legal fees), Franchisee's understatement will constitute a material and incurable breach of this Agreement which will entitle Franchisor to terminate this Agreement immediately upon notice to Franchisee, with no opportunity to cure.

7.10.4 The foregoing remedies are in addition to any other remedies Franchisor may have under this Agreement or at law or in equity. The terms of this Section 7.10 shall survive the expiration, termination or cancellation of this Agreement.

## 7.11 Insurance.

7.11.1 Franchisee shall purchase, prior to the opening of its Franchised Business, and thereafter maintain in effect at all times during the entire term of this Agreement, at its own expense, the following categories of insurance coverage in forms and through insurance companies satisfactory to Franchisor:

- (a) All-Risk Insurance on all furniture, fixtures, equipment, supplies and other property used in the operation of the Franchised Business, for their full replacement cost;

- (b) Commercial General Liability Insurance covering claims for bodily and personal injury, death, and property damage with a minimum per occurrence limit of \$1,000,000 and a minimum general aggregate limit of \$1,000,000;
- (c) Automobile Liability Insurance for owned, hired, and non-owned vehicles with a minimum combined single limit of \$1,000,000;
- (d) Employee Dishonesty Insurance with a minimum limit of \$10,000;
- (e) Worker's Compensation Insurance as required by the law of the state in which the Franchised Business operates; and
- (f) Any other insurance required under federal, state or local law applicable to the Franchised Business, and as may be required by any lease to which Franchisee is a party.

7.11.2 Although Franchisee is not required to do so, Franchisor strongly recommends that Franchisee maintain errors and omissions coverage with a minimum general aggregate limit of at least \$1,000,000.

7.11.3 All policies of insurance that Franchisee is required to maintain hereunder shall contain a separate endorsement naming Franchisor as an additional insured and provide that the coverage afforded applies separately to each insured against whom claim is brought as though a separate policy had been issued to each insured. No policy of insurance or type of coverage shall have a deductible of more than \$10,000. All insurance shall be placed with an insurance carrier or carriers approved by Franchisor and shall not be subject to cancellation except upon ten (10) days prior written notice to Franchisor. Franchisee agrees to provide Franchisor with certificates of insurance evidencing the coverage required under this Agreement, with a copy of the original policy attached, no later than ten (10) days before the date that the Franchised Business will commence operations. Franchisee agrees to renew all insurance policies and documents, and on renewal, to furnish a renewal certificate of insurance to Franchisor before the expiration date of the policy in question. Franchisor may at any time require Franchisee to forward to Franchisor full copies of all insurance policies. If Franchisee fails to comply with these requirements, Franchisor may, but is not obligated to, obtain the required insurance and keep it in force and effect, and Franchisee shall pay Franchisor, upon demand, the cost thereof, together with an administrative fee of eighteen percent (18%) of the cost paid by Franchisor. Neither Franchisee nor any agent or employee of Franchisee may perform inspections, provide any services, sell any products, or represent that the Franchised Business is open for business until Franchisee complies with the requirements of this section.

7.11.4 Franchisor, upon not less than thirty (30) days written notice to Franchisee, may increase the minimum coverage for any insurance required hereunder, decrease the maximum deductible, or require different or additional kinds of insurance coverage to reflect inflation, changes in standards of liability, higher damage awards, or other relevant changes in circumstances.

7.11.5 Franchisee shall not operate the Franchised Business at any time that Franchisee is not in compliance with all of the requirements of this Section 7.11.

7.11.6 Franchisee agrees to notify Franchisor of all claims or demands against Franchisee, the Franchised Business, or Franchisor within three (3) days of Franchisee's receiving notice of any claim or demand. Franchisee further agrees to respond to all claims within the time required by law, rule or regulation. In addition, Franchisee agrees to cooperate with Franchisor (or its designee) in every way possible to defend Franchisor and Franchisee against all claims made by employees, customers or third parties. Franchisee agrees, when necessary, to make appearances at administrative or

other hearings to present or reinforce these defenses. The terms of this paragraph shall survive the expiration, termination or cancellation of this Agreement.

7.11.7 Nothing contained in this Agreement may be considered an undertaking or representation by Franchisor that the insurance that Franchisee is required to obtain will insure Franchisee against any or all insurable risks of loss which may arise out of or in connection with the operation of the Franchised Business.

7.12 Non-Individual Franchisee. If Franchisee is other than an individual, it shall comply with the following requirements before the Effective Date:

(a) Franchisee shall be newly organized and its articles of incorporation or organization, by-laws, partnership agreement, shareholder agreement or operating agreement shall provide that its activities are confined exclusively to operating the Franchised Business.

(b) Franchisee shall have provided Franchisor with written information as to each shareholder, member, or partner of Franchisee and any other beneficial owner of any class of voting stock of Franchisee (“Owner”) and the percentage interest held by each, on Exhibit 1 hereto, and shall promptly notify Franchisor of any changes in any such information during the term of this Agreement. Franchisee shall not vary from the ownership interests and/or corporate structure without the prior written approval of Franchisor.

(c) All Owners of Franchisee shall enter into an agreement, in the form attached hereto as Exhibit 8 or otherwise approved by Franchisor, under which the Owners of Franchisee agree to be jointly and severally liable for all of Franchisee’s obligations to Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future Owner of Franchisee must agree in writing to personally guarantee the performance of Franchisee’s obligations under this Agreement, and to be individually bound by all the terms and conditions of this Agreement and any other agreements between Franchisee and Franchisor.

(d) Each ownership certificate of Franchisee shall have conspicuously endorsed upon its face the following legend: *“The transfer, sale or pledge of this certificate is subject to the terms and conditions of a Franchise Agreement with AAAC Support Services, LLC. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of AAAC Support Services, LLC.”* If Franchisee is a partnership or limited liability company without certificates evidencing ownership, Franchisee shall provide Franchisor with acceptable evidence that its partnership or operating agreement or other organizational documents contain provisions acceptable to Franchisor prohibiting the transfer of any ownership interest in Franchisee other than in compliance with the terms of this Agreement Franchisee shall not cause or permit any such provision to be deleted or modified during the term of this Agreement.

(e) Copies of Franchisee’s articles of incorporation or organization, by-laws, partnership agreement, operating agreement, shareholder agreement, as the case may be, and other organizational documents, including the resolutions of its Owners or governing board authorizing the execution of this Agreement, shall be furnished to Franchisor.

(f) Franchisee and any corporate, partnership or proprietorship assignee shall promptly notify Franchisor of any change in any of the information called for in this Section or in any document referred to in this Section.

(g) Franchisee's name shall not consist of or contain the words "AAAC," "AAAC Wildlife Removal," or "A All Animal Control," any variation thereof, or any other mark in which Franchisor has or claims a proprietary interest.

7.13 Compliance with Law. Franchisee shall operate the Franchised Business in strict compliance with all applicable laws, rules, regulations and requirements of federal, state, municipal, and other governmental entities and agencies (including, without limitation, fictitious or assumed name statutes, Title VII of the Civil Rights Act, the Americans with Disabilities Act, the Age Discrimination in Employment Act, the Age Discrimination in Employment Act, Anti-Terrorism Laws, Fair Labor Standards Act, any other federal, state or local employment laws, all federal, state or local tax codes, and all federal, state or local laws or regulations governing the wildlife industry), and shall obtain and maintain any and all licenses, registrations, certificates and permits required by any governmental agencies or are otherwise necessary to conduct the Franchised Business in any jurisdiction in which it operates. Franchisee agrees and acknowledges that Franchisee alone shall be responsible for compliance with the obligations under this paragraph, and that Franchisor shall have no obligation with respect to Franchisee's compliance under this paragraph. Franchisee shall forward copies of all regulatory agency reports, notices or citations to Franchisor immediately upon receipt thereof. Franchisee shall take prompt and effective action to correct any violation set forth in a notice issued by any governmental or municipal authority concerning the Franchised Business.

7.14 Customer Dispute Resolution. To protect the name, goodwill and reputation of the Marks and the System, Franchisee agrees to: (a) use its best efforts to ensure the satisfaction of the Franchised Business's customers; (b) use good faith in all dealings with customers, potential customers, referral sources, suppliers and creditors; (c) respond to customer complaints in a courteous, prompt, and professional manner; and (d) use its best efforts to promptly and fairly resolve customer disputes in a mutually-agreeable manner. If Franchisee fails to resolve a dispute with a customer, for any reason whatsoever, Franchisor, in its discretion and for the sole purpose of protecting the goodwill and reputation of the Marks, may (but shall not be obligated to) investigate the matter and require Franchisee to take such actions as Franchisor deems necessary or appropriate to resolve the dispute fairly and promptly. Nothing contained in this Section or any other provision of this Agreement shall be construed to impose liability upon Franchisor to any third party for any action by or obligation of Franchisee.

7.15 Best Efforts; Cooperation with Franchisor. Franchisee agrees to use its best efforts to develop and expand the market for the products and services offered by the Franchised Business and to cooperate fully with Franchisor in accomplishing the purposes of this Agreement.

7.16 Modifications to the System. Franchisee understands and agrees that the System must not remain static if it is to meet presently unforeseen changes in services, technology, competitive circumstances, market conditions and customer needs and to best serve the interests of Franchisor, Franchisee, and the System. Franchisee, therefore, agrees that Franchisor may from time to time change the components of the System, including, but not limited to, altering the products, services, programs, methods, standards, forms, policies and procedures of the System; adding to, deleting from or modifying those products, services and programs which Franchisee's Franchised Business is authorized to offer or provide; and, changing, improving, modifying, adding to or deleting from the Marks. Subject to the other provisions of this Agreement, Franchisee agrees to abide by any of these modifications, changes, additions, deletions and alterations at Franchisee's own expense.

7.17 Variance of Standards and Terms. Franchisee acknowledges that because complete and detailed uniformity under many varying conditions may not be possible or practical, Franchisor reserves the right, as it may consider in the best interests of all concerned, to vary standards for any franchisee based on any condition which Franchisor considers important to the successful operation of any franchisee's AAAC Wildlife Removal business. Franchisee will have no right to require Franchisor to disclose any such variation to Franchisee or to grant Franchisee the same or a similar variation under this Agreement. Franchisee shall have no recourse against Franchisor on account of any variation from

standard specifications and practices granted to any franchisee and shall not be entitled to require Franchisor to grant Franchisee a like or similar variation under this Agreement.

7.18 Products, Services, Equipment and Programs Developed by Franchisee. Franchisee irrevocably and permanently licenses to Franchisor for incorporation in the System and use by Franchisor, its affiliates and (if Franchisor determines) other franchisees, all of the following if developed by or on behalf of Franchisee in conjunction with or related to the Franchised Business: products, equipment and programs; related products and services (including, without limitation, any computer software); sales, marketing and promotional programs and campaigns; and any techniques and procedures relating to or regarding the operation of an AAAC Wildlife Removal business. Franchisee agrees that Franchisor, its affiliates and franchisees will not be liable to Franchisee in any manner, whether for compensation or otherwise, as a consequence of this license.

## ARTICLE 8 FRANCHISOR'S MARKS

8.1 Use by Franchisee. Franchisee agrees to use the Marks in full compliance with rules prescribed from time to time by Franchisor in its Manual or otherwise. Franchisee is prohibited (except as expressly provided in this Agreement) from using any Mark with any prefix, suffix, or other modifying words, terms, designs or symbols (other than logos licensed by Franchisor to Franchisee). Franchisee may not use any Mark in connection with the sale of any unauthorized product, service or program or in any other manner not explicitly authorized in writing by Franchisor. Franchisee may use the Marks only for the operation of the Franchised Business or in advertising for the Franchised Business. Franchisee's right to use the Marks is limited to the uses authorized under this Agreement. Franchisee may not use the Marks in any way which will incur any obligation or indebtedness on behalf of Franchisor. Franchisee agrees to comply with Franchisor's instructions in filing and maintaining all requisite trade name or fictitious name registrations, and to execute any documents deemed necessary by Franchisor or its counsel to obtain protection for the Marks or to maintain their continued validity and enforceability. Franchisee agrees to affix the Marks on any signs, stationery, advertising, sales/promotional materials and other objects as required by Franchisor, in the size, color, lettering style and fashion and at the places which Franchisor designates in its Manual or otherwise. Franchisee also agrees to display the Marks and relevant trademark and copyright notices pursuant to the requirements set forth in the Manual. Franchisee may not use any names, marks or logotypes other than the Marks in connection with the Franchised Business without Franchisor's prior written approval. Franchisee shall use only the trade name and Marks that Franchisor designates and requires to identify the services offered by Franchisee, and shall use no other trade name, business name, or service mark in connection with the Franchised Business. Franchisee agrees, at its expense, to perform all filings and procure all required or necessary governmental approvals or registrations required to do business under the assumed trade name "AAAC Wildlife Removal" or as otherwise required by Franchisor. Franchisee agrees to identify itself as a franchisee, but not an agent, of Franchisor.

8.2 Exclusive Property of Franchisor. Nothing in this Agreement will give Franchisee any right, title or interest in or to any of the Marks except as a mere privilege and non-exclusive license, during the term of this Agreement, to display and use the Marks according to the limitations set forth in this Agreement. Franchisee understands and agrees that the limited license to use the Marks granted by this Agreement applies only to those Marks which Franchisor designates (and has not designated as withdrawn from use), and those Marks which Franchisor may in the future designate in writing. Franchisee agrees not to represent in any manner that it has acquired any ownership or equitable rights in any of the Marks by virtue of the limited license granted under this Agreement or Franchisee's use of the Marks. All uses of the Marks by Franchisee, whether as a trademark, service mark, trade name or trade style, will inure to Franchisor's benefit. Following the expiration or termination of this Agreement, no monetary amount will be attributable to any goodwill associated with Franchisee's use of the Marks or operation of the Franchised Business.



8.3 Acts in Derogation of the Marks. Franchisee agrees that the Marks are the exclusive property of Franchisor (or its affiliate). Franchisee shall not assert any claim to any goodwill, reputation or ownership of the Marks by virtue of Franchisee's licensed use of the Marks, or for any other reason. Franchisee agrees that it will not do or permit any act or thing to be done in derogation of any of the rights of Franchisor in connection with the Marks, either during or after the term of this Agreement. Franchisee agrees not to apply for or obtain any trademark or service mark registration of any of the licensed Marks or any confusingly similar marks in its own name. Franchisee agrees to use the Marks only for the uses and in the manner licensed under this Agreement and as provided in this Agreement. Franchisee agrees that it will not, during or after the term of this Agreement, in any way dispute or contest the validity or ownership of the Marks, the rights of Franchisor to the Marks, or the rights of Franchisor, its affiliates or other franchisees of Franchisor to use the Marks. This covenant shall survive the expiration, termination or cancellation of this Agreement.

8.4 Discontinuance or Substitution of Marks. Franchisee agrees to comply with any instruction by Franchisor to modify or discontinue use of any Mark, or to use any additional or substituted Marks. Franchisee waives any other claim arising from or relating to any Mark change, modification or substitution. Franchisor will not be liable to Franchisee for any expenses, losses or damages sustained by Franchisee as a result of any Mark addition, modification, substitution or discontinuation. If Franchisor requires Franchisee to add, modify, substitute or discontinue any Mark, Franchisee agrees to bear the costs and expenses associated with any such changes. Franchisee covenants not to commence or join in any litigation or other proceeding against Franchisor for any of these expenses, losses or damages.

8.5 Prosecution of Infringers. If Franchisee receives notice, is informed of or learns that any third party which it believes is not authorized to use the Marks is using the Marks, any variant of the Marks or any colorable imitation of the Marks, Franchisee agrees to promptly notify Franchisor. Franchisor will then determine whether or not it wishes to take any action against the third party on account of the alleged infringement of the Marks. Franchisee will have no right to make any demand or to prosecute any claim against any alleged infringer of the Marks for or on account of an alleged infringement.

8.6 Defense of Marks by Franchisor. If Franchisee receives notice, is informed of or learns of any claim, suit or demand against it on account of any alleged infringement, unfair competition, or similar matter relating to the use of the Marks that Franchisee has been granted the right to use under this Agreement (each, a "claim"), Franchisee agrees to promptly notify Franchisor. Franchisor will then promptly take any action it may consider necessary to protect and defend Franchisee against the claim and indemnify Franchisee against any actual damages and reasonable costs or expenses incurred in connection with the claim, so long as the claim is based solely on any alleged infringement, unfair competition, or similar matter relating to the use of the Marks. Franchisor will have the right to defend, compromise and settle the claim at its sole cost and expense, using its own counsel. Franchisee agrees to cooperate fully with Franchisor in connection with the defense of the claim and agrees to execute any and all documents, and to render such assistance as may be, in the opinion of Franchisor, reasonably necessary to carry out such defense prosecution or settlement. Franchisee grants irrevocable authority to Franchisor, and appoints Franchisor as Franchisee's attorney in fact, to defend and/or settle all claims of this type and agrees that Franchisor has the right to control any such proceedings. Franchisee may participate, at Franchisee's own expense, in the defense or settlement, but Franchisor's decisions with regard to the settlement will be final. Franchisee may not settle or compromise the claim by a third party without Franchisor's prior written consent. Franchisor will have no obligation to defend or indemnify Franchisee pursuant to this section if the claim arises out of or relates to Franchisee's use of any of the Marks in violation of the terms of this Agreement.

8.7 Improper Use of Marks. Franchisee may not use any of the Marks, or any derivative or colorable variation thereof: (a) as part of Franchisee's corporate or other legal name; (b) on or as part of any web site, domain name, URL, web page, electronic mail address, listing, banner, advertisement or any other service or link on, to or with the Internet World Wide Web, Internet service providers, electronic

mail services, communication providers, search engines, or other similar services; (c) with any prefix, suffix (including, but not limited to, the word "Inc."), or other modifying words, terms, designs, or symbols; or (d) in any modified form. Franchisee may not register any of the Marks, or any derivative or colorable variation thereof, as a service mark, trademark, or Internet domain name, or hold out or otherwise employ the Marks to perform any activity or to incur any obligation or indebtedness in such a manner as could reasonably result in making Franchisor liable therefore or which may harm, tarnish, or impair Franchisor's reputation, name, services or Marks. If Franchisor provides Franchisee with any contracts, agreements, forms, or other documents that contain any of the Marks, Franchisee may not alter or modify such contracts, agreements, forms, or documents without Franchisor's prior written consent. The provisions of this paragraph will survive the expiration, termination or cancellation of this Agreement.

8.8 Use of Marks by Others. Franchisee shall not permit any third party to imprint the Marks on any products, materials, documents and supplies utilized by Franchisee in connection with the operation of the Franchised Business without first obtaining the consent of Franchisor and requiring such party to execute a license agreement.

## ARTICLE 9 COMMUNICATION AND INFORMATION SYSTEM AND SOFTWARE

9.1 Communication and Information System. To ensure the efficient management and operation of the Franchised Business and the transmission of data to and from Franchisor, Franchisee, at its own expense, shall install, prior to opening the Franchised Business, and shall maintain and utilize during the term of this Agreement, such Communication and Information System as may be specified by Franchisor in the Manual or otherwise from time to time.

9.1.1 As used in this Agreement, the term "Communication and Information System" means: hardware (including, without limitation, one or more computers and/or other computer components and/or one or more tablets); software, applications and/or programs or systems used for the management and operation of the Franchised Business, as well as reporting and sharing information with Franchisor; point of sale equipment and software; GPS system; printers; communication systems (including, without limitation, digital and analog modems, telephone and power lines, fax machines, satellite, cable, and other systems); and other related accessories or peripheral equipment which Franchisor specifies in its Manual or otherwise. Franchisee agrees to bear the sole cost of the foregoing items to be installed or purchased and activities to be accomplished by Franchisee, and the delivery and installation costs of all required components of the Communication and Information System.

9.1.2 Franchisee shall lease and/or purchase its Communication and Information System only from such vendor or vendors that Franchisor has designated or approved in writing, which may include Franchisor or its affiliate. Franchisee shall not install, or permit to be installed, any devices, software or other programs not approved by Franchisor for use with the Communication and Information System.

9.1.3 Franchisee agrees to provide any assistance required by Franchisor to bring its Communication and Information System on line with Franchisor's system at the earliest possible time. Franchisee expressly affirms and agrees that Franchisor will thereafter have the free and unfettered right to retrieve such data and information from Franchisee's Communication and Information System as Franchisor, in its sole and exclusive judgment, deems necessary, desirable or appropriate, at such intervals as Franchisor determines in its sole and exclusive judgment. Franchisee agrees to accurately, consistently and completely record, structure, capture and provide through the Communication and Information System all information concerning the operation of the Franchised Business as Franchisor requires, in the form and at the intervals that Franchisor requires (in its Manual or otherwise). Franchisor shall not be responsible or liable to Franchisee for any interruptions, errors, worms, viruses, or program limitations that may occur with the Communication and Information System.

9.1.4 Franchisor may from time to time develop or authorize others to develop proprietary software programs for use in the System (“Software”), which Franchisee may be required to purchase, lease and/or license, and use, in connection with the Franchised Business. Franchisee agrees that it shall execute any license, sublicense, or maintenance agreement required by Franchisor or any other approved licensor or approved vendor of such proprietary software programs. Franchisee shall also pay to Franchisor or its designee an initial and/or continuing fee for the use of such proprietary software, in an amount determined by Franchisor or Franchisor’s designated third-party vendor. Franchisee may not rent, lease, sell reverse engineer, decompile, disassemble, modify, or create derivative works from the Software. The Software and all supporting files shall be proprietary and confidential trade secrets of Franchisor, and remain the property of Franchisor at all times. In no event will Franchisor be liable to Franchisee, its Owners, directors, officers, or agents, for any special, consequential, indirect or similar damages, including any lost profits or lost data arising out of the use or inability to use the Software or any data supplied therewith, even if Franchisor or anyone else has been advised of the possibility of such damages, or for any claim by any other party. Franchisee shall use only the Software or other software approved, provided or designated by Franchisor, and no other computer programs or applications, to maintain financial, client and referral contact information relating to the Franchised Business and to operate the Franchised Business. Franchisee may use the Software only in connection with the operation of the Franchised Business. Franchisee shall obtain support for the Software only from such vendor(s) as may be designated by Franchisor from time to time. FRANCHISOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Franchisee shall purchase any upgrades, enhancements or replacements to the Software as required by Franchisor. Franchisee must incorporate any required modifications or additions upon written notice by Franchisor and within such time period as stated in the notice.

9.1.5 To ensure full operational efficiency and communication capability between Franchisor’s Communication and Information System and those of all its franchisees, Franchisee agrees, at its expense, to keep its Communication and Information System in good maintenance and repair. If required by Franchisor, Franchisee agrees to use, at its expense, Franchisor’s designated or approved vendors to perform any such maintenance and repairs. If required by Franchisor, Franchisee shall, at its expense, obtain and maintain a contract with a vendor that Franchisor has approved in writing for software maintenance, support, and upgrade services for Franchisee’s Communication and Information System. Franchisee acknowledges that Franchisor may be one of, or the only, approved vendor for such services, and if Franchisee obtains these services from Franchisor, then Franchisee agrees that it shall pay to Franchisor the maintenance fee and help desk fee specified by Franchisor for such services. Notwithstanding, Franchisor shall not at any time be obligated to provide any such services, maintenance or support for the hardware or software used in the Communication and Information System.

9.1.6 Franchisor may, during the term of this Agreement, require Franchisee to modify, upgrade, update, enhance, and/or replace all or any part of Franchisee’s Communication and Information System at Franchisee’s expense, and Franchisee agrees to acquire (or acquire the right to use for the remainder of the term of this Agreement), within sixty (60) days after receipt of written notice from Franchisor the modification, upgrade, update, enhancement or replacement of the Communication and Information System specified by Franchisor and to take all actions as may be necessary to enable the same to operate as specified by Franchisor. Any such modifications, upgrades, updates enhancements and replacements may require Franchisee to incur costs to purchase lease and/or license new or modified computer hardware and/or software or other equipment and to obtain different and/or additional support services during the term of this Agreement. Franchisee acknowledges that Franchisor cannot estimate the costs of future maintenance, enhancements, modifications, upgrades, updates and replacements to the Communication and Information System or other items, and that such maintenance, enhancements, modifications, upgrades, updates, and replacements required by Franchisor may involve additional investment by Franchisee during the term of this Agreement.

9.1.7 Franchisee shall have the sole and complete responsibility for the manner in which Franchisee’s Communication and Information System interfaces with other systems, including

those of Franchisor and other third parties, as well as any and all consequences that may arise if Franchisee's Communication and Information System is not properly operated, maintained, and upgraded.

9.1.8 Franchisee shall: (i) promptly enter into its Communication and Information System, and maintain all information required to be entered and maintained by Franchisor; (ii) provide to Franchisor such reports as Franchisor may reasonably request from the data so collected and maintained, and (iii) permit Franchisor to access Franchisee's Communication and Information System at all times via modem or other means specified by Franchisor from time to time. Franchisee shall cooperate with Franchisor, and shall execute all documents required by Franchisor to permit access to Franchisee's Communication and Information System and data contained therein. The reporting requirements set forth in this Section shall be in addition to and not in lieu of the reporting requirements set forth under Section 7.9 above. Franchisee further agrees to use, at its expense, such internet and e-mail services as Franchisor may require in connection with the operation of the Franchised Business and to use only those vendors designated by Franchisor, as set forth in the Manual or otherwise. Franchisee shall pay the service or maintenance fees charged by Franchisor or its designated vendor for such internet and/or e-mail services, as stated in the Manual or otherwise.

9.1.9 Any and all data collected or provided by Franchisee, downloaded from Franchisee's Communication and Information System, and otherwise collected from Franchisee's system by Franchisor or provided to Franchisor is and shall be owned exclusively by Franchisor, and Franchisor shall have the right to use such data in any manner that Franchisor deems appropriate without compensation to Franchisee, including, but not limited to, the disclosure or distribution of such data to other franchisees, or the disclosure of such data to prospective franchisees, by inclusion in Franchisor's franchise disclosure document or otherwise; however, Franchisee is hereby licensed (without any additional fee) to use such data solely for the purpose of operating the Franchised Business, and such license shall automatically and irrevocably expire when this Agreement terminates or expires, without additional notice.

9.1.10 Franchisee shall maintain at least one dedicated telephone line for use exclusively by the Franchised Business. Each telephone line shall have service features as may be required by Franchisor in the Manual or otherwise communicated to Franchisee from time to time. Franchisor may require Franchisee to provide a full-time employee or answering service to answer Franchisee's telephone during regular business hours. All lines shall be operational and functional prior to opening the Franchised Business and thereafter at all times during the term of this Agreement. The telephone number for the Franchised Business must be listed in a white-pages telephone directory and a yellow-pages listing, in accordance with Franchisor's requirements, under the trade name "AAAC Wildlife Removal", or such other trade name required by Franchisor, and an address or other location within Franchisee's Territory. The costs of such listing shall be borne solely by Franchisee.

9.1.11 Franchisor will provide Franchisee with, or require Franchisee to use Franchisor's designated vendor to obtain, e-mail addresses for Franchisee's use solely in connection with the operation of the Franchised Business only, and for no other purpose. Franchisee acknowledges and agrees that it will not own these e-mail addresses or domain name and its rights to use such e-mail addresses will immediately cease upon the expiration or termination of this Agreement. Franchisee agrees to pay Franchisor the then-current fees charged by Franchisor's designated vendor, as set forth in the Manual or otherwise, for each e-mail address assigned to Franchisee.

9.1.12 Franchisor shall have the right, but not the obligation, to establish a Website (as defined in Section 11.3 below) or other electronic system providing private and secure communications (e.g., an extranet) between Franchisor, Franchisee, other AAAC Franchisees, and other persons and entities as determined by Franchisor, in its sole discretion. If required by Franchisor, Franchisee shall establish and maintain access to the extranet in the manner specified by Franchisor, and shall from time

to time execute such agreements and/or acknowledge and agree to comply with such policies concerning the use of the extranet as Franchisor may prepare.

## ARTICLE 10 CONFIDENTIAL INFORMATION

10.1 Use of Confidential Information. Franchisee shall not, during the term of this Agreement or thereafter, communicate, divulge, or use for the benefit of any other person, persons, partnership, association, corporation or entity, any confidential or proprietary information, knowledge, trade secrets, or know-how concerning the system or methods of operation, programs, products, services, customers or practices of Franchisee, Franchisor or the System, which may be communicated to Franchisee, or of which Franchisee may be apprised, by virtue of Franchisee's business operations under this Agreement ("Confidential Information"). Franchisor treats the Manual and the Software and all information contained therein, as Confidential Information. Except as authorized in this Agreement, Franchisee agrees never to copy, duplicate, record or otherwise reproduce any of the Confidential Information or material containing the Confidential Information in whole or in part; store it in a computer, data base or other electronic format; or, otherwise make it available to any third party. Upon the expiration or termination of this Agreement, Franchisee agrees to return to Franchisor all Confidential Information, including all customer lists, materials, books, records, software and manuals considered confidential under this Agreement in Franchisee's possession. Franchisee may divulge only Confidential Information necessary to operate the Franchised Business, and only to those of Franchisee's employees, agents or independent contractors who need access to it for this purpose. In connection therewith, Franchisee shall be fully responsible for ensuring that all of its employees, agents or independent contractors comply with this Section, and agrees to take all necessary precautions to ensure that its employees, agents or independent contractors retain the Confidential Information in confidence. The provisions of this paragraph shall survive the expiration, termination or cancellation of this Agreement.

10.2 Remedies. Franchisee acknowledges that any failure to comply with Section 10.1 of this Agreement will cause Franchisor irreparable injury, and Franchisee consents to the issuance of, and agrees to pay all court costs and reasonable legal fees incurred by Franchisor in obtaining, specific performance of, or any injunction by a court of competent jurisdiction against a violation of, the requirements of Section 10.1.

10.3 Preservation of Confidentiality. Franchisee shall require Franchisee's management and technician employees, at the time of the commencement of their association with Franchisee, to execute an agreement requiring the maintenance of confidentiality and non-competition, in a form substantially the same as the agreement attached to this Agreement as Exhibit 7, requiring that all Confidential Information that may be acquired by or imparted to such persons in connection with their association with the Franchised Business be held in strict confidence and used solely for the benefit of the Franchised Business and Franchisor, at all times during their association with the Franchised Business and thereafter. Franchisee shall also require each prospective purchaser of the Franchised Business or any interest in Franchisee, prior to disclosing any Confidential Information to such person, to execute a confidentiality agreement in a form approved by Franchisor, requiring that any Confidential Information that may be disclosed to such person in connection with his or her due diligence of Franchisee or the Franchised Business, will be held in strict confidence and used solely to evaluate the contemplated transaction. All confidentiality agreements described in this paragraph shall include a specific identification of Franchisor as a third-party beneficiary with the independent right to enforce the agreement.

10.4 Customer Lists. Franchisee shall maintain a current customer list (the "Customer List") containing as to all past, present and prospective customers of the Franchised Business, such customer's name, address, telephone number, zip code and e-mail address, and such other information Franchisor may require. Franchisee shall also maintain the Customer List in the form and manner that Franchisor requires. During the term of this Agreement, Franchisee may use the Customer List, and any of the information contained therein or derivable therefrom, provided such use is consistent with this Agreement

and solely for the purpose of promoting the Franchised Business. Notwithstanding that it may have been created and maintained by Franchisee, the Customer List is, and remains, Franchisor's exclusive property, as is all information pertaining to the Franchised Business's customers and potential customers that Franchisee may collect, compile or maintain. After the expiration or termination of this Agreement, for any reason, Franchisee may not use or disclose the Customer List or any other information pertaining to the Franchised Business's customers and potential customers, or any of the information contained therein or derivable therefrom without Franchisor's written prior authorization.

## ARTICLE 11 ADVERTISING

11.1 Generally. Franchisee may only use advertising, marketing, identification, digital advertising, promotions and promotional materials and programs which Franchisor has either furnished or approved in writing in advance. Neither the fact that Franchisor furnishes the material, approves of the material, nor the material itself, will directly or indirectly require Franchisor to pay for any advertising, identification or promotion.

All advertising, printed materials and promotion by Franchisee shall be conducted in a dignified manner, shall be completely accurate and truthful, shall conform to all applicable laws and regulations relating to consumer advertising and to such standards, specifications and requirements as Franchisor may specify from time to time, and shall give notice that the Franchised Business is independently owned and operated. Franchisee shall display the Marks in the manner prescribed by Franchisor on all signs and all other advertising and promotional materials used in connection with the Franchised Business.

Except for advertising, identification and/or promotional materials furnished to Franchisee by Franchisor, Franchisee agrees to submit to Franchisor for approval, before use or dissemination, copies of all proposed promotional and advertising materials desired to be used by Franchisee, including but not limited to, newspaper, radio, television, direct mail, billboard, hand-out advertising, specialty and novelty items, signs which have not been previously approved by Franchisor following the required procedures for such submissions set forth by Franchisor in its Manual or otherwise. If Franchisor does not respond in writing within fifteen (15) days following its documented receipt of Franchisee's proposed advertising, identification and/or promotional material, the proposed material will be deemed unapproved. Franchisor's approval of any materials may be withheld for any or no reason. Franchisee shall not use any advertising, identification or promotional materials for which Franchisor has not given its prior written approval.

11.2 Internet Advertising. Franchisee shall not, without obtaining Franchisor's prior written consent: (a) operate—or advertise, market, or otherwise promote—the Franchised Business, or use or display the Marks, on any electronic medium (including any Internet web-page, social network or social media site, review site, etc., e-mail address, electronic mail services, communication providers, search engines, any similar services, Internet service providers, URLs, Internet listings, banners, advertisements or other services or links on or with the Internet, Website, domain name, bulletin board, newsgroup or other Internet-related medium or activity), or (b) register any domain name containing the word "AAAC Wildlife Removal" or other Marks, or any variation thereof, or establish, operate, or participate in a website on which such words appear. With respect to any aspect of the System or the Franchised Business (including the use of the Marks), Franchisor retains the sole right to advertise on the Internet, create or operate a website or sites, and use "AAAC Wildlife Removal" as part of any domain name. Franchisor or its affiliate or licensor of the Marks exclusively owns all rights in such domain names and such other domain names as Franchisor designates in the Manual. If Franchisor consents to any Internet or other electronic medium advertising, then Franchisee may only advertise, market and promote the Franchised Business and use or display the Marks in the manner and under the standards, policies and procedures set forth by Franchisor in the Manual or as stated elsewhere in writing.

If required, Franchisee must use Franchisor or its designated vendor to establish and manage all of the Franchised Business's social media accounts on any social media site (including, YouTube,

Twitter, Instagram, Facebook, Blogger, Snap Chat, LinkedIn, Flickr, Wikipedia, Yelp or other communication or social media platforms) to advertise and promote the Franchised Business. Nothing in this Agreement shall require Franchisor to provide such services and, if provided, Franchisor shall have the right to discontinue such services at any time in Franchisor's discretion. If required, Franchisee agrees to use Franchisor or its designated vendor to manage the social media accounts and sites for the Franchised Business, and Franchisee agrees to pay Franchisor (or its designated vendor) a continuing fee for such services, as determined and required by Franchisor. Franchisee's use of these social media sites, including the sites required and/or approved to be established for the Franchised Business, must be in accordance with Franchisor's standards and procedures as set forth in the Manual or as stated elsewhere in writing. Franchisor (or its designated vendor) will be the account administrator with full and unlimited access to control the content displayed, published or posted on such sites and will have Franchisee's current account IDs, user names and passwords. Franchisee agrees to cooperate with Franchisor (or its designated vendor) in ensuring Franchisor (or its designated vendor) has such current information. Franchisee will be granted access to these accounts, but Franchisor will maintain sole ownership of these accounts with primary administrative rights to such accounts. Franchisee understands and agrees that upon the expiration or termination of this Agreement, Franchisor shall have the absolute and unconditional right, in its sole discretion, to permanently close, delete, take exclusive control over, or transfer any social media accounts that were established to market, advertise and promote Franchisee's former AAAC Wildlife Removal business.

11.3 Website. As used in this Agreement, the term "Website" means an interactive electronic document, series of symbols, or otherwise, that is contained in a network of computers and/or other devices linked by communications software. The term "Website" includes, but is not limited to, the Internet and World Wide Web home pages. In connection with any Website, Franchisee agrees to the following:

(a) Franchisor shall have the right, but not the obligation, to establish and maintain a Website, which may, without limitation, promote the Marks, the System, any or all of the Permitted Products and Services, AAAC Wildlife Removal business locations, whether franchised, affiliate-owned or company-owned locations, and/or the offer and sale of AAAC Wildlife Removal franchises. Franchisor shall have the sole right to control all aspects of the Website, including, but not limited to, its design, content, functionality, links to the websites of third parties, legal notices, and policies and terms of usage. Franchisor shall also have the right to discontinue the operation of the Website. As discussed in Section 5.3 hereof, Franchisee shall pay to Franchisor any fee imposed by Franchisor, or Franchisee's *pro rata* share of any fee imposed by a third party service provider, as required by Franchisor, in connection with hosting the Website or other services related to the Website.

(b) Except as approved in advance in writing by Franchisor, which approval Franchisor may withhold in its sole and absolute discretion, and without limiting the obligations of Franchisee under Section 11.2 above, Franchisee shall not establish or maintain a separate Website, or otherwise maintain a presence or advertise on the Internet or any other public computer network in connections with the Franchised Business. If such approval is granted by Franchisor, Franchisee shall establish and operate such Website in accordance with Franchisor's standards and policies from time to time.

(c) Franchisor shall have the right, but not the obligation, to designate one or more web page(s) to describe Franchisee, the Franchised Business, and/or Franchisee's location, with such web page(s) to be located within Franchisor's Website. Franchisee shall comply with Franchisor's policies with respect to the creation, maintenance, and content of any such web pages, and Franchisor shall have the rights to limit and/or discontinue the content and/or operation of such Website and web pages.

(d) Upon request, Franchisee shall execute and deliver to Franchisor authorization to take all acts necessary to take any actions on behalf of Franchisee related to any rights Franchisee may have in any web site, web pages listings, banners, URLs, advertisements or any other services or links related to the Franchised Business or the use of the Marks on the Internet or other electronic service (in such form set forth in the attached Exhibit 5, or such other form as Franchisor may prescribe or accept).

11.4 Grand Opening Advertising; Local Advertising Requirement. Franchisor recommends, but does not require, that Franchisee spend approximately Three Thousand Dollars (\$3,000) to Five Thousand Dollars (\$5,000) on grand opening advertising, marketing and promotional activities beginning one month before and one month after the opening of the Franchised Business. All such materials, media, special events and public relations activities must be approved in advance by Franchisor.

Commencing the third month of operations, Franchisee agrees to expend each month at least the greater of either (i) One Thousand Dollars (\$1,000), or (ii) five percent (5.0%) of the previous month's Gross Revenues on local advertising and marketing ("Local Advertising Requirement"). "Local advertising and marketing" means the local or regional advertising and promotional activities that Franchisor specifies in its Manual or otherwise, or approves in advance.

If Franchisee does not spend at least the minimum Local Advertising Requirement each month on local advertising and marketing, Franchisee must pay to the National Advertising Fund the difference between Franchisee's Local Advertising Requirement for that month(s) and the amount that Franchisee actually spent on local advertising and marketing.

Franchisee understands and acknowledges that the Local Advertising Requirement is a minimum requirement only, and that Franchisee may, and is encouraged by Franchisor to, expend additional funds for advertising and promotion.

Franchisee shall purchase and maintain an adequate supply of brochures, pamphlets, and special promotional materials of such kind and size as Franchisor may reasonably require from time to time; however, all such expenditures shall count toward the Local Advertising Requirement described in this Section 11.4.

11.5 Administration of the National Advertising Fund. Franchisor will maintain and administer the National Advertising Fund (the "Fund") as follows:

11.5.1 Franchisor will direct all advertising programs with sole control over the strategic direction, creative concepts, materials and media used in the programs, and the geographic, market and media placement and allocation of advertising. Franchisee acknowledges that the Fund is intended to further generate public recognition and acceptance of the Marks for the benefit of the System. Franchisee further acknowledges that Franchisor and its designee have no obligation in administering the Fund: (i) to make expenditures for advertising or promotions for the benefit of Franchisee which are in anyway equivalent or proportionate to Franchisee's contributions, (ii) to ensure that any particular franchisee, including Franchisee, benefits directly or on a pro rata basis from the placement of advertising, or (iii) to insure that any advertising impacts or penetrates Franchisee's Territory at any level. The Fund is not a trust and Franchisor is not a fiduciary in any capacity.

11.5.2 The Fund may but is not required to be used to meet any and all costs of administering, directing, preparing, placing and paying for national, regional or localized advertising (including, without limitation, the cost of preparing and conducting television, radio, magazine, Internet and newspaper advertising campaigns and other public relations activities) and employing advertising agencies to assist in these activities; the cost of search engine optimization; the cost of Google AdWords management services; paying interest on monies borrowed by the Fund from third parties unaffiliated with Franchisor; providing customer service comment cards to AAAC Wildlife Removal businesses; developing



marketing materials for AAAC Wildlife Removal businesses; and, sponsorship of sporting, charitable or other special promotional events, if Franchisor chooses to do so at its sole discretion. Franchisor need not maintain the sums paid by franchisees to the Fund or income earned from the Fund in a separate account from the other funds of Franchisor, but Franchisor may not use these amounts for any purposes other than those provided for in this Agreement. Franchisor may, however, expend Fund contributions for any reasonable salaries, overhead and administrative costs, including accounting and legal expenses, that Franchisor may incur in activities reasonably related to the administration or direction of the Fund and/or advertising programs for the System including, without limitation, conducting market research; preparing marketing, advertising and promotional materials; working with advertising agencies, advertising placement services and creative talent; and, collecting and accounting for assessments for the Fund. Franchisor will have no obligation to prepare or distribute to Franchisee any audited (or unaudited) statements detailing Fund income and expenses. If Franchisee sends Franchisor a written request, Franchisor will provide Franchisee with an accounting of the income and expenditures of the Fund during the last fiscal year within a reasonable time after Franchisor receives Franchisee's request, but never earlier than forty-five (45) days from when such information is made available.

11.5.3 Franchisor expects to expend most contributions to the Fund for advertising purposes during the fiscal year when the contributions are made. If Franchisor expends less than the total sum available in the Fund during any fiscal year, it may either expend the unused sum during the following fiscal year or roll it over to be used at the appropriate time as determined by Franchisor. If Franchisor expends an amount greater than the amount available in the Fund in any fiscal year (not including any sum required to be expended because Franchisor did not expend all the sums in the Fund during the preceding year), Franchisor will be entitled to reimburse itself from the Fund during the next fiscal year for all excess expenditures made during the preceding fiscal year.

11.5.4 Although the Fund is intended to be of perpetual duration, Franchisor maintains the right to terminate the Fund at any time upon thirty (30) days' written notice. Franchisor will not terminate the Fund, however, until it has expended all money in the Fund for advertising and promotional purposes.

11.5.5 If Franchisor receives any promotional allowances with respect to Franchisee's purchases of goods or services from vendors, then Franchisor will be under no obligation to contribute the promotional allowances to the Fund. Advertising Fund Fees paid by Franchisee are not refundable to Franchisee.

11.5.6 Franchisee agrees that Franchisor (and any designee of Franchisor) shall not have any direct or indirect liability or obligation to Franchisee, the Fund or otherwise with respect to the management, maintenance, direction, administration or otherwise of the Fund. Franchisee further agrees that Franchisor shall not be liable for any act or omission, with respect to the Fund, Fund contributions or Fund expenditures, which is consistent with this Agreement or other information provided to Franchisee, or which is done in subjective good faith.

11.6 Regional/Local Advertising Cooperative. Franchisor shall have the right at any time, in its sole discretion, to designate any geographic area for purposes of establishing a regional or local advertising cooperative ("Cooperative"), and to determine whether a Cooperative is applicable to the Franchised Business. If a Cooperative has been established applicable to the Franchised Business at the time Franchisee commences operations hereunder, Franchisee shall immediately become a member of such Cooperative. If a Cooperative applicable to the Franchised Business is established at any later time during the term of this Agreement (or any extension or renewal), Franchisee shall become a member of such Cooperative no later than thirty (30) days after the date on which the Cooperative commences operation. If the Franchised Business is within the territory of more than one Cooperative, Franchisee shall be required to be a member of only a single Cooperative, as determined by Franchisee. If established, the following provisions shall apply to each Cooperative.

11.6.1 Each Cooperative shall be organized, governed, and administered pursuant to its Bylaws, in a form and manner, and shall commence operation on a date, approved in advance by Franchisor in writing.

11.6.2 Each Cooperative shall be organized for the exclusive purpose of administering regional or local advertising programs and developing, subject to Franchisor's prior written approval, standardized advertising materials for use by the members in local advertising and promotion.

11.6.3 No promotional or advertising plans or materials may be used by a Cooperative or furnished to its members without the prior written approval of Franchisor. All such plans and materials shall be submitted to Franchisor in accordance with the procedure set forth in Section 11.1 hereof.

11.6.4 Each Cooperative shall have the right to require its members to make contributions to the Cooperative in such amounts as are determined by the Cooperative by majority vote, in an amount not to exceed one percent (1%) of Franchisee's Gross Revenues. Each AAAC Wildlife Removal business operated by Franchisor or an affiliate in a geographic area for which the Cooperative operates shall make contributions and have voting powers on any fees imposed by the Cooperative.

11.6.5 Each member franchisee shall submit to the Cooperative, no later than the tenth (10<sup>th</sup>) day of each month, for the preceding calendar month, its contribution as provided in Section 11.6.4 hereof, together with such other statements or reports as may be required by Franchisor or the Cooperative with Franchisor's prior approval.

11.6.6 Franchisee's contribution to the Cooperative shall be in addition to the amount Franchisee must contribute to the National Marketing Fund pursuant to Section 5.2, but shall be credited against the Local Advertising Requirement described in Section 11.4.

11.6.7 Although each Cooperative when established is intended to be of perpetual duration, Franchisor maintains the right to change, dissolve, merge, or terminate any Cooperative. A Cooperative shall not be terminated, however, until all monies in that Cooperative have been expended for advertising and/or promotional purposes.

11.7 Rebates and Promotions. Franchisee agrees, at its sole cost and expense, to issue and offer such rebates, give-aways and other promotions in accordance with advertising programs established by Franchisor, and further agrees to honor the rebates, give-aways and other promotions issued by other AAAC Wildlife Removal franchisees under any such program, so long as compliance with any of the foregoing does not contravene any applicable law, rule or regulation. Franchisee shall not use any advertising, coupons or promotional plans or materials unless and until Franchisee has received written approval from Franchisor pursuant to the procedures and terms set forth in Section 11.1 hereof.

11.8 Delegation of Franchisor's Duties. Franchisor shall have the right to delegate and re-delegate its responsibilities and duties under this Article 11 to any designee(s) of its choosing; provided, however, that the right of final approval of all advertising programs shall be retained at all times by Franchisor.

11.9 Copyright to Advertising. Franchisee acknowledges and agrees that any and all copyrights in and to advertising and promotional materials developed by or on behalf of Franchisee which bear the Marks shall be the sole property of Franchisor, and Franchisee, agrees to execute such documents (and, if necessary, require its independent contractors to execute such documents) as may be deemed reasonably necessary by Franchisor to give effect to this provision. Any advertising, marketing, promotional public relations, or sales concepts plans programs activities or materials proposed or developed by Franchisee for the franchised business or the System and approved by Franchisor may be used by Franchisor and other AAAC Franchisees without any compensation to Franchisee.

ARTICLE 12  
TRANSFERABILITY OF INTEREST

12.1 Transfer by Franchisor. Franchisor shall have the right to transfer or assign this Agreement, and all or any part of its rights and/or obligations under this Agreement, to any person or legal entity, including, but not limited to, a sub-franchisor specifically responsible for assisting Franchisee. Franchisee agrees to execute any forms that Franchisor may reasonably request to effectuate any transfer or assignment by Franchisor.

12.2 Transfer by Franchisee - General.

12.2.1 Franchisee understands and acknowledges that the rights and duties set forth in this Agreement are personal to Franchisee, and that Franchisor has entered into this Agreement in reliance upon and in consideration of Franchisee's (or its Owners') individual or collective personal skills and qualifications, and the trust and confidentiality that Franchisor reposes in Franchisee (or its Owners). Accordingly, neither this Agreement, nor Franchisee's (or any of its Owners') interest in this Agreement or the Franchised Business or any Owners' interest in Franchisee, its rights or privileges under this Agreement, or the Franchised Business, or its assets, may be assigned, sold, transferred, shared, redeemed, sublicensed or divided, voluntarily or involuntarily, directly or indirectly, by operation of law or otherwise, in any manner, without first obtaining Franchisor's written consent in accordance with this Article, or without first complying with Franchisor's right of first refusal as provided for herein. Any actual or attempted assignment, transfer or sale of this Agreement, or any interest in this Agreement, or of the Franchised Business, its assets or in Franchisee (if an entity), in violation of the terms of this Article will be null, void and of no effect, and will constitute a material and incurable breach of this Agreement, unless waived by Franchisor in writing.

12.2.2 "Assignment" or "transfer" for the purposes of this Agreement includes Franchisee's (or any of its Owners') voluntary, involuntary, direct or indirect, assignment, transfer, sale, gift or other disposition of any interest in this Agreement, Franchisee, or the Franchised Business or its assets. An assignment or transfer includes, without limitation, the following events:

(a) The transfer or redemption in the aggregate of more than 5% of the capital stock or voting power of Franchisee (if a corporation, limited liability company, or other business entity); the transfer or redemption in the aggregate of more than 5% of a partnership or proprietorship interest in Franchisee (if it does business as a partnership or proprietorship); or the transfer or redemption of any other interest that affects control over the Franchisee business entity;

(b) The merger or consolidation or issuance of additional securities or interests representing an ownership interest in Franchisee (if a corporation, limited liability company or other business entity);

(c) Any issuance or sale of Franchisee's stock or any security convertible to Franchisee's stock;

(d) The transfer of an interest in Franchisee, this Agreement, or the Franchised Business or its assets in a divorce, insolvency or corporate or partnership dissolution proceeding or otherwise by operation of law;

(e) The transfer of an interest in Franchisee, this Agreement, or the Franchised Business or its assets, in the event of Franchisee's death or the death of one of Franchisee's owners, by will, declaration, or transfer in trust or under the laws of intestate succession; or

(f) The pledge of this Agreement to someone other than Franchisor or of an ownership interest in this Agreement, Franchisee, the Franchised Business, or its assets as

security (unless such security interest in the assets is granted to the lender as a condition of Franchisee's financing for same).

Franchisee agrees to immediately notify Franchisor in writing of any and all transfers of ownership in a corporate, partnership or proprietorship franchisee entity, even if less than 5%.

12.3 Transfer by Franchisee – Sale to Third Party. Franchisee may not sell or otherwise assign or transfer the franchise conveyed by this Agreement, the Franchised Business, or any interest therein, without Franchisor's prior written consent. If Franchisor does not elect to exercise its right of first refusal, then Franchisor will not unreasonably withhold consent to the assignment and sale. Franchisee agrees that it will not be unreasonable for Franchisor to impose, among other requirements, the following conditions to consenting to the assignment and sale:

(a) All of Franchisee's accrued monetary obligations to Franchisor or any of its affiliates and all other outstanding obligations related to the Franchised Business (including, without limitation, obligations under any promissory note in favor of Franchisor or its affiliates) shall have been satisfied.

(b) The transferor's right to receive compensation pursuant to any agreement for the purchase of any interest in Franchisee or in Franchisee's Franchised Business shall be subordinated and secondary to Franchisor's rights to receive any outstanding monetary obligations or other outstanding obligations due from transferor or Franchisee pursuant to this Agreement, whether arising before or after the transfer, and Franchisee and the transferee franchisee shall execute any and all instruments reasonably required by Franchisor to evidence such liability.

(c) Franchisee and its Owners shall have executed a general release in a form satisfactory to Franchisor, effective as of the date of transfer, of any and all claims against Franchisor and its affiliates and each of their respective officers, directors, shareholders, and employees, in their corporate and individual capacities, including without limitation, claims arising under federal, state and local laws, rules and ordinances.

(d) If the transfer will result in a transfer of less than all of Franchisee's rights in the Franchised Business, then the transferee franchisee shall execute a personal guarantee and any other appropriate documentation in the form acceptable to Franchisor making such transferee jointly and severally liable for all of Franchisee's obligations under this Agreement and any extensions or renewals thereof.

(e) If the transfer results in a full transfer of all rights in the Franchised Business, then the transferee shall sign a then-current version of Franchisor's standard franchise agreement and such other ancillary agreements in the form and on the terms and conditions Franchisor then offers to prospective franchisees who are similarly situated (except that the assignee will not be obligated to pay another Initial Franchise Fee). The term of the new Franchise Agreement will expire on the date of expiration of this Agreement. The execution of the new Franchise Agreement will terminate this Agreement, except for the guarantees of Franchisee and the post-termination and post-expiration provisions under this Agreement.

(f) The transferee franchisee applies to Franchisor for acceptance as a franchisee, and furnishes to Franchisor the information and references that Franchisor requests to determine assignee's skills, qualifications and economic resources and demonstrates to Franchisor's satisfaction that it has the skills, qualifications, ethics, moral values and economic resources necessary, in Franchisor's reasonable judgment, to conduct the Franchised Business contemplated by this Agreement, and to fulfill its financial obligations to the assignor.

(g) At the transferee franchisee's expense, and upon such other terms and conditions as Franchisor may reasonably require, the transferee franchisee and its manager shall complete the initial training program and any other training that Franchisor reasonably requires; there shall be no cost for the initial training, however, all expenses including transportation to any training, lodging, food, salaries of proposed assignee's employees and other living expenses shall be borne by the proposed assignee.

(h) Franchisee shall comply with the requirements in this Agreement relating to the disclosure of Confidential Information to a prospective transferee franchisee.

(i) Either Franchisee or the transferee franchisee shall pay to Franchisor a transfer fee of \$7,500, to cover Franchisor's legal and administrative and other expenses in connection with the transfer. No transfer fee will be required in the case of a transfer (i) of any interest in the Franchise to Franchisee's spouse; (ii) of less than 20% of the ownership interest of a corporation, partnership, or limited liability company Franchisee, and (iii) of the entire Franchise to any entity, solely for the convenience of ownership, as described in Section 12.4 below.

(j) Franchisee complies with the right of first refusal provisions as provided for in this Agreement.

(k) The assignor furnishes to Franchisor a copy of the executed contract of assignment.

(l) The assignor complies with the terms of the post-termination covenant not to compete set forth in Article 15 of this Agreement, commencing on the effective date of the assignment.

(m) The assignee, at its expense, upgrades the Franchised Business to conform to the then-current standards and specifications of the System, and completes this upgrading within the time reasonably specified by Franchisor.

(n) Franchisee remains liable for all the obligations to Franchisor and its affiliates arising out of or related to this Agreement before the effective date of the transfer or assignment, and executes all instruments reasonably requested by Franchisor to evidence this liability.

Franchisee agrees to defend at its own cost and to indemnify and hold harmless Franchisor, its parent (if any), and the subsidiaries, affiliates, designees, shareholders, directors, officers, employees and agents of either entity, from and against any and all losses, costs, expenses (including attorneys' and experts' fees), court costs, claims, demands, damages, liabilities, however caused (whether or not the losses, costs, expenses, court costs, claims, demands, damages or liabilities are reduced to judgment), resulting directly or indirectly from or pertaining to any statements, representations or warranties that may be given by Franchisee to any proposed assignee of the franchise, or any claim that Franchisee or the assignor engaged in fraud, deceit, violation of franchise laws or other illegality in connection with the negotiations leading to the consummation of the assignment.

12.4 Transfer by Franchisee - To an Entity Formed by Franchisee. If Franchisee desires to assign and transfer its interest in this Agreement to a corporation formed by Franchisee solely for the convenience of ownership, Franchisee shall obtain Franchisor's prior written consent. Franchisor will not unreasonably withhold consent if all the following conditions are met:

(a) The transferee entity shall be newly organized and its articles of incorporation or organization, bylaws, operating agreement, shareholder agreement, or partnership agreement shall provide that its activities are confined exclusively to operating the Franchised Business.

(b) Franchisee is the sole owner of all the stock of the corporation and is its principal officer (or Franchisee is the sole owner of 75% or more of all stock of the corporation, with the remaining stockholders being Franchisee's spouse and/or adult children).

(c) If Franchisee is more than one individual, each individual must have the right to the same proportionate ownership interest in the corporation as it or she had in the Franchised Business before the transfer.

(d) Franchisee shall provide Franchisor with written information about each Owner of the transferee entity and the ownership interest held by each, on Exhibit 1 hereto, and shall agree to promptly notify Franchisor of any changes in any such information during the term of this Agreement.

(e) The transferee entity shall designate an Operating Partner as required under this Agreement.

(f) All Owners of the transferee entity shall enter into an agreement, in the form attached hereto as Exhibit 8, or otherwise satisfactory to Franchisor, under which the Owners of Franchisee agree to be jointly and severally liable for all of Franchisee's obligations to Franchisor under this Agreement, and expressly agree to be bound by all the terms, conditions and covenants of this Agreement. Each present and future Owner of Franchisee must agree in writing to personally guarantee the performance of Franchisee's obligations under this Agreement, and to be individually bound by all the terms and conditions of this Agreement and any other agreements between Franchisee and Franchisor.

(g) Each ownership certificate of the transferee entity shall have conspicuously endorsed upon its face the following legend: "*The transfer, sale or pledge of this certificate is subject to the terms and conditions of a Franchise Agreement with AAAC Support Services, LLC. This certificate is not transferable and is not subject to sale, assignment, pledge, mortgage, encumbrance, or transfer, by operation of law or otherwise, without the prior written consent of AAAC Support Services, LLC.*" If Franchisee is a partnership or limited liability company without certificates evidencing ownership Franchisee shall provide Franchisor with acceptable evidence that its partnership or operating agreement or other organizational documents contain provisions acceptable to Franchisor prohibiting the transfer of any ownership interest in Franchisee other than in compliance with the terms of this Agreement. Franchisee shall not cause or permit any such provision to be deleted or modified during the term of this Agreement.

(h) Copies of the transferee entity's articles of incorporation or organization, by-laws, partnership, shareholder agreement or operating agreement, and other governing documents, including the resolutions of its Owners or governing board authorizing the execution of this Agreement, shall be furnished to Franchisor.

(i) The name of the transferee entity shall not consist of or contain the words "AAAC", "AAAC Wildlife Removal" or "A All Animal Control" or any colorable variation thereof, or any other mark in which Franchisor has or claims a proprietary interest.

(j) Franchisee agrees to execute a full general release in favor of Franchisor.

Any transfer pursuant to this Section will not be subject to Franchisor's rights of first refusal provided for below, and will not require payment of a transfer fee.

12.5 Franchisor's Right of First Refusal. The right of Franchisee (and its Owners) to assign, transfer, redeem or sell its interest in this Agreement, the Franchisee, or the Franchised Business or its

assets, voluntarily or by operation of law, will be subject to Franchisor's right of first refusal. Franchisor shall exercise its right of first refusal in the following manner:

(a) Franchisee shall deliver to Franchisor a true and complete copy of a bona fide, executed, written offer from a responsible and fully disclosed purchaser (the "notice") and furnish to Franchisor any additional information concerning the proposed transaction that Franchisor reasonably requests.

(b) Within thirty (30) days after Franchisor's receipt of the notice (or, if Franchisor requests additional information, within thirty (30) days after receipt of the additional information), Franchisor may either consent or withhold its consent to the assignment or redemption, in accordance with this Article, or at its option, accept the assignment to itself or to its nominee, on the terms and conditions specified in the notice. However, Franchisor will be entitled to all of the customary representations and warranties given by the seller of assets, including (without limitation), representations and warranties as to ownership, condition of and title to assets, liens and encumbrances on the assets, validity of contracts and agreements, and Franchisee's contingent and other liabilities affecting the assets.

(c) If a partial transfer is proposed through the assignment or redemption of more than 25% of the capital stock of a corporate franchisee, or of more than 25% of partnership or proprietorship interests to other than the original partners or proprietors of Franchisee (measured against the ownership of the Franchisee entity as originally constituted on the date of execution of this Agreement), then Franchisor will have the option to purchase not only the interests being transferred but also the remaining interests, so that Franchisor's resulting ownership will be 100% of the franchise. The price of these remaining interests will be proportionate to the price of the interests initially being offered.

(d) Franchisor's credit will be deemed equal to the credit of any proposed purchaser. Franchisor may substitute cash for any other form of payment proposed in the offer.

(e) If Franchisor exercises its right of first refusal, Franchisor will be given at least sixty (60) days after notifying Franchisee of its election to exercise its right of first refusal to prepare for closing.

(f) If Franchisor elects not to exercise its right of first refusal and consents to the proposed assignment or redemption, then Franchisee will, subject to Franchisor's approval as provided in this Article, be free to assign this Agreement or the Franchised Business to its proposed assignee on the terms and conditions specified in the notice. If, however, the terms are changed, the changed terms will be deemed a new proposal, and Franchisor will have a right of first refusal with respect to this new proposal. In addition, if the sale to such proposed assignee is not completed within one hundred twenty (120) days after the delivery of the offer to Franchisor, Franchisor shall again have the right of first refusal herein provided.

(g) Franchisor's election not to exercise its right of first refusal with regard to any offer will not affect its right of first refusal with regard to any later offer. If Franchisor does not exercise its right of first refusal, this will not constitute approval of the proposed transferee, assignee, redemption or the transaction itself. Franchisee and any proposed assignee must comply with all the criteria and procedures for assignment of the Franchise Agreement, any interest in the Franchisee and/or the Franchised Business or its assets as specified in this Article.

#### 12.6 Assignment by Franchisee - Transfer Upon Death or Disability of Franchisee.

12.6.1 Upon the death or disability of Franchisee or the owner of a controlling interest in Franchisee (if Franchisee is an entity), Franchisor will require Franchisee or such owner (or Franchisee's or such owner's executor, administrator, conservator, guardian or other personal representative

("Estate") to transfer Franchisee's interest in this Agreement (or such owner's interest in Franchisee) to a third party in accordance with Section 12.3 of this Agreement. Such disposition (including, without limitation, any transfer by bequest or inheritance) must be completed within the time we designate, but not more than five (5) months from the date of death or disability. Such disposition will be subject to the terms and conditions applicable to transfers as set forth in this Article. The failure to transfer Franchisee's interest in this Agreement or the ownership interest in Franchisee within this period of time shall constitute a material breach of this Agreement, and Franchisor shall have the right to terminate this Agreement upon notice without providing any opportunity to cure. For purposes of this Agreement, the term "disability" shall mean a mental or physical disability, impairment or condition that is reasonably expected to prevent or actually does prevent you or an owner of a controlling interest in Franchisee (if an entity) from directing the business affairs of, or managing and operating, the Franchised Business.

12.6.2 Until the transfer of Franchisee's interest (or such owner's interest in Franchisee) to a third party is completed, or until Franchisor's termination of this Agreement for failure to transfer such interest within the time period set forth in Section 12.6.1 above, the Estate may continue the operation of the Franchised Business if: (i) the Estate provides a competent and qualified individual acceptable to Franchisor to serve as an Operating Partner or manager on a full-time basis; (ii) this individual attends and successfully completes Franchisor's next offered initial training program at the Estate's expense; and, (iii) this individual assumes full-time operation of the Franchised Business as Operating Partner or manager within one (1) month of the date Franchisee (or owner) dies or becomes disabled.

12.6.3 From the date of death or disability until a fully trained and qualified Operating Partner or manager assumes full-time operational control of the Franchised Business, Franchisor may assume full control of and operate the Franchised Business, but will have no obligation to do so. If Franchisor does so, then during this period, Franchisor will deduct its expenses for travel, lodging, meals, and all other expenses and fees from the Franchised Business's sales and pay itself a reasonable management fee of up to Eight Hundred Dollars (\$800) per week. This management fee will be in addition to the Royalty Fees, Advertising Fund Fees, Technology Fees, any Social Media Management Fees, and all other fees and payments due to Franchisor. Any remaining funds will then be remitted to Franchisee's Estate until the transfer of Franchisee's interest (or an owner's controlling interest in Franchisee) to a third party is completed, or until Franchisor's termination of this Agreement for failure to transfer such interest within the time period set forth in Section 12.5.1 above. Any deficiency in sums due to Franchisor under this Agreement must be paid by Franchisee's Estate to Franchisor within ten (10) days of Franchisor's notifying the Estate of the deficiency. Franchisor will not be obligated to operate Franchisee's franchise. If it does so, Franchisor will not be responsible for any operational losses of the franchise, nor will it be obligated to continue operation of the Franchised Business.

12.7 No Encumbrance. Franchisee will have no right to pledge, encumber, hypothecate or otherwise give a security interest in this Agreement, the assets of the Franchised Business (unless such security interest in the assets is granted to the lender as a condition of Franchisee's financing for same), or the Franchised Business in any manner to any third party person or entity, without Franchisor's prior written permission, which Franchisor may withhold for any reason.

## ARTICLE 13 TERMINATION

13.1 Termination by Franchisor – Automatic Termination Without Notice. Franchisee will be in default of this Agreement, and all rights granted in this Agreement will immediately and automatically terminate and revert to Franchisor without notice to Franchisee, if: Franchisee or the Franchised Business is adjudicated as bankrupt or insolvent; all or substantially all of the assets of Franchisee or the Franchised Business are assigned to or for the benefit of any creditor; a petition in bankruptcy is filed by or against Franchisee or the Franchised Business and is not immediately contested and/or dismissed within sixty (60) days from filing; a bill in equity or other proceeding for the appointment of a receiver or other custodian of Franchisee, the Franchised Business or the assets of either is filed and consented to by Franchisee; a receiver or other custodian (permanent or temporary) of all or part of Franchisee's



assets or property is appointed by any court of competent jurisdiction; proceedings for a composition with creditors under any state or federal law are instituted by or against Franchisee or the Franchised Business; a final judgment in excess of \$100,000 against the Franchised Business remains unsatisfied or of record for thirty (30) days or longer (unless a supersedeas bond is filed); a suit to foreclose any lien or mortgage against the Franchised Business or its assets is instituted and not dismissed within thirty (30) days; Franchisee is dissolved; execution is levied against Franchisee, the Franchised Business or its property; or, the real or personal property of the Franchised Business is sold after levy thereon by any governmental body or agency, sheriff, marshal or constable.

13.2 Termination by Franchisor – Upon Notice Without Opportunity to Cure. Franchisee will have materially breached this Agreement and Franchisor may, at its option, terminate this Agreement and all rights granted under this Agreement, without affording Franchisee any opportunity to cure the breach, effective immediately upon Franchisee's receipt of notice (which, whether sent by certified mail, registered mail, fax, overnight courier or personal physical delivery, will be deemed to have been received by Franchisee upon delivery or first attempted delivery of the notice to Franchisee), upon the occurrence of any of the following events:

- (a) Franchisee (or if Franchisee is an entity, the Operating Partner) and, if applicable, Franchisee's designated manager fail to complete the initial training program within the time frames specified in this Agreement, or otherwise fail to comply with any other training requirements prescribed by Franchisor;
- (b) Franchisee fails to open the Franchised Business within ninety (90) days after the Effective Date;
- (c) Franchisee at any time ceases to operate the Franchised Business; abandons the franchise relationship; or, abandons the franchise by failing to operate the Franchised Business for more than seven (7) consecutive days during which Franchisee is required to operate the Franchised Business under this Agreement (or any shorter period of time after which it is not unreasonable under the facts and circumstances for Franchisor to conclude that Franchisee does not intend to operate the franchise), unless Franchisee's failure to operate is due to fire, flood, other Acts of God beyond Franchisee's control;
- (d) Franchisee fails, for a period of then (10) days after having received notification of noncompliance from Franchisor or any governmental authority, to comply with any Federal, state or local law or regulation applicable to the operation of the Franchised Business;
- (e) Franchisee fails to meet the Minimum Annual Revenues requirements set forth in this Agreement for any Sales Year (starting with the second Sales Year). It is agreed that termination pursuant to this provision will be effective thirty (30) days after notice of termination is delivered to Franchisee;
- (f) Franchisee (or any owner of a corporate, partnership, proprietorship or other entity franchisee) purports to transfer any rights or obligations under this Agreement, any interest in Franchisee, the Franchised Business or its assets, to any third party in violation of the terms of this Agreement;
- (g) Franchisee conceals revenues; knowingly maintains false books or records; falsifies information or otherwise defrauds or makes false representations to Franchisor; or, knowingly submits any substantially any false report, record or document to Franchisor;
- (h) Franchisee engages in any conduct or practice that is a fraud upon consumers, or is an unfair, unethical, or deceptive trade, act or practice;

- (i) Franchisor causes an audit to be made for any period and the Gross Revenues as shown by Franchisee's reports submitted to Franchisor are found to be understated by 5% or more;
- (j) Franchisee interferes or attempts to interfere with Franchisor's contractual relations with other franchisees, customers, employees, advertising agencies or any third parties;
- (k) Franchisee interferes or attempts to interfere with Franchisor's ability or right to franchise or license others to use and employ the Proprietary Marks and System or Franchisee makes any use of the Proprietary Marks not authorized under this Agreement;
- (l) Franchisee omitted or misrepresented any material fact in the information it furnished to Franchisor in the application process or in connection with Franchisor's decision to enter into this Agreement;
- (m) any conduct or activity by Franchisee or any Owner, director, or officer of Franchisee, that could be deemed a felony, fraud, crime involving moral turpitude, or any other crime or offense which Franchisor reasonably believes is related to Franchisee's operation of the Franchised Business, or that is reasonably likely to have an adverse effect or reflect unfavorably on the Franchised Business, Franchisor, the System, the Marks, or the goodwill associated therewith;
- (n) Franchisee, or any Owner, director, or officer of Franchisee, is or has been convicted of, or pleads guilty or pleads no contest to a felony, or a violation which involves driving, alcohol or drugs, or Franchisee's (or the Operating Partner's) driver's license is suspended or revoked;
- (o) Franchisee fails to maintain the insurance Franchisor requires or Franchisee fails to repay Franchisor for the insurance that Franchisor paid on Franchisee's behalf (if Franchisor elects in its discretion to do so) and Franchisee does not correct the failure within ten (10) days after Franchisor delivers written notice of that failure to Franchisee;
- (p) Franchisee knowingly makes any unauthorized use or disclosure of any part of the Manual, the System or any other Confidential Information, or Franchisee, or any Owner, director, or officer of Franchisee, violates the covenants not to compete set forth in this Agreement;
- (q) Franchisee receives three (3) notices of default within any 365-day period;
- (r) Franchisee fails to comply with Franchisor's written notice requiring the transfer of customer information pursuant to Section 1.2 of this Agreement within fifteen (15) days of such notice and/or continues to provide services, market or solicit business in the area in which Franchisor revoked its consent of such activities;
- (s) Franchisee defaults under any promissory note made by Franchisee in favor of Franchisor (or its affiliate), and the holder of the note accelerates the indebtedness due thereunder;
- (t) Franchisee fails to attend two (2) or more mandatory annual franchisee meetings at any time during the term of this Agreement, unless such absence was excused by Franchisor in writing; or
- (u) Franchisor reasonably determines that the continued operation of the Franchise by Franchisee will result in immediate danger to public health or safety.

13.3 Termination With Opportunity to Cure. Except as provided above in Sections 13.1 and 13.2, Franchisee will have fifteen (15) days after Franchisor delivers a written notice of default to remedy any of the following defaults under this Agreement and to provide evidence that it has done so to Franchisor:

- (a) Franchisee fails to furnish when due any report required by this Agreement;
- (b) Franchisee fails to operate its Franchised Business in compliance with the terms of this Agreement, the Manual, the System or the System Standards;
- (c) Franchisee fails to pay Franchisor (or its affiliates or approved suppliers) any amounts due;
- (d) Franchisee offers or sells any unapproved products, services and/or conducts (or permits the conducting of) any business other than the business contemplated by this Agreement under the Marks without Franchisor's prior written consent; or
- (e) Franchisee is in default or breach of any of Franchisee's obligations under this Agreement.

13.4 Failure to Cure Default. If Franchisee fails to cure any default within the applicable time period stated in Section 13.3 above, or any longer period that any applicable law may require or that Franchisor may specify in the notice of default, this Agreement and all rights granted in this Agreement shall automatically terminate without further notice or opportunity to cure, except for those obligations of Franchisee that expressly or by their nature survive termination or expiration. Franchisee shall indemnify Franchisor for all damages, costs and expenses incurred by Franchisor as a result of Franchisee's default, including, but not limited to, reasonable legal and accounting fees. This paragraph applies regardless of whether or not Franchisor exercises its right to terminate this Agreement. Termination of this Agreement by Franchisor in accordance with this Article 13 does not prejudice any other legal or equitable rights or remedies Franchisor may have. This paragraph shall survive the expiration or termination of this Agreement.

13.5 Cross-Default. Any default or breach by Franchisee (or any affiliate of Franchisee) of any other agreement between Franchisor and Franchisee (or any affiliate of Franchisee) will be deemed a default under this Agreement, and any default or breach of this Agreement by Franchisee will be deemed a default or breach under any and all other agreements between Franchisor and Franchisee (and any affiliate of Franchisee). If the nature of the default under any other agreement would have permitted Franchisor to terminate this Agreement if the default had occurred under this Agreement, then Franchisor will have the right to terminate all the other agreements between Franchisor and Franchisee (and any affiliate of Franchisee) in the same manner provided for in this Agreement for termination of this Agreement. Franchisee (or any affiliate of Franchisee) will be given the same opportunity to cure defaults under any other agreement between Franchisor and Franchisee (or any affiliate of Franchisee) as Franchisee has under this Agreement.

13.6 Franchisee's Failure to Pay. Franchisee's failure to make payments of any Royalty Fee, Advertising Fund Fee, Technology Fee or other money due and owing to Franchisor, after receipt from Franchisor of notice of the default granting an opportunity to cure, will be deemed Franchisee's willful and wrongful breach under this Agreement and Franchisee's decision to reject and terminate this Agreement and all related agreements between Franchisee and Franchisor.

13.7 Notice Required By Law. If any valid, applicable law or regulation of a competent governmental authority with jurisdiction over this Agreement or the parties to this Agreement limits Franchisor's rights of termination under this Agreement or requires longer notice or cure periods than those set forth above, then this Agreement will be deemed amended to conform to the minimum notice,

cure periods or restrictions upon termination required by the laws and regulations. Franchisor will not, however, be precluded from contesting the validity, enforceability or application of the laws or regulations in any action, proceeding, hearing or dispute relating to this Agreement or the termination of this Agreement.

#### ARTICLE 14 OBLIGATIONS UPON TERMINATION

14.1 Franchisee's Obligations. Upon the termination or expiration of this Agreement for any reason, Franchisee shall forthwith:

(a) Cease to operate the Franchised Business and shall not thereafter, directly or indirectly, represent to the public or hold itself out as a present or former AAAC Wildlife Removal franchisee;

(b) Discontinue the use of the Marks, remove the wrap or graphics and the Marks from Franchisee's service vehicle and all other assets and equipment (unless Franchisor purchases them from Franchisee), and not operate or do business under any name or in any manner which might tend to give the general public the impression that it is operating an AAAC Wildlife Removal business, or any similar business. Franchisee may not use, in any manner or for any purpose, directly or indirectly, any of the Confidential Information, trade secrets, procedures, forms, techniques, know-how or materials acquired by Franchisee by virtue of the relationship established by this Agreement, including (without limitation); specifications or descriptions of AAAC Wildlife Removal products and services; employees and independent contractors; Franchisor's Manual and any supplements to it; forms, advertising matter, marks, devices, signs, insignia, slogans and designs used in connection with the Franchised Business; telephone number listed in any telephone directory under the name "AAAC Wildlife Removal," or any similar designation or directory listing relating to the Franchised Business; and, the systems, procedures, techniques, criteria, concepts, designs, advertising and promotion techniques, specifications, and all other components, specifications and standards, which comprise (or in the future may comprise) a part of the System. At Franchisor's request, Franchisee agrees to make available to Franchisor for inspection all vehicles and equipment used in the former franchised business to allow Franchisor to confirm the removal of all identification with respect to the System and the Marks. If Franchisor must de-identify the vehicles and equipment, Franchisee agrees to pay Franchisor, on demand, the costs incurred by Franchisor, plus an administrative fee equal to fifteen percent (15%) of Franchisor's costs.

(c) Make such modifications or alterations to the Premises (including, without limitation, removing any and all signage containing the Marks), including the improvements thereon, as may be necessary or requested by Franchisor to prevent the operation of any business on the Premises which might be deemed substantially similar to that of an AAAC Wildlife Removal business. If Franchisee fails or refuses to comply with the requirements of this Section, Franchisor shall have the right to enter the Premises, without being guilty of trespass or any other tort or crime, for the purposes of making or causing to be made such changes as may be required at the expense of Franchisee. If Franchisor must de-identify the Premises, Franchisee agrees to pay Franchisor, on demand, the costs incurred by Franchisor, plus an administrative fee equal to fifteen percent (15%) of Franchisor's costs.

(d) Turn over to Franchisor all brochures, advertisements, marketing materials, Manual, computer disks, computer software and database material, policies, procedures, and instructions relating to the Franchised Business any and all materials, signs and related items which bear the Marks or slogans or insignias or designs, advertising contracts, forms and other materials or property of Franchisor, and any copies of them in Franchisee's possession which relate to the operation of the Franchised Business, together with all copies thereof (including, without

limitation, all copies of any and all Software), and all copies of all customer lists, correspondence and agreements with customers, and all financial and business records relating to the Franchised Business. Franchisee may retain no copy or record of any of these items, except for Franchisee's copy of this Agreement, any correspondence between the parties and any other documents which Franchisee reasonably needs for compliance with any provision of law. Franchisee agrees that the foregoing items, materials, lists, files, software and other similar items will be deemed to be the property of Franchisor for all purposes.

(e) Transfer to Franchisor all data contained in Franchisee's Communication and Information System and software, and thereafter delete all proprietary software and data relating to the Franchised Business from all computers and tablets, whether or not owned by Franchisee. Franchisee agrees not to destroy, damage, hide or take any steps to prevent Franchisor from obtaining any information which Franchisee had stored in the Communication and Information System of the Franchised Business. Franchisee agrees not to retain any printouts, disks or tapes containing any of the programs or data stored in the Communication and Information System.

(f) At Franchisor's option, assign to Franchisor or Franchisor's designee all of Franchisee's right, title and interest in and to, or cancel any and all (i) telephone numbers used for the Franchised Business or otherwise listed under the name "AAAC Wildlife Removal," or any similar designation or directory listing relating to the Franchised Business, and all related Yellow Pages, White Pages and other business listings, (ii) web sites, web pages, listings, banners, URLs, advertisements or any other services and links related to the Franchised Business or use of Franchisor's Marks, on or with the internet, World Wide Web, Internet service providers, electronic mail services, communication providers, search engines or other similar services; and (iii) service contracts with customers of the Franchised Business.

(g) Immediately pay all sums due and owing to Franchisor, and all sums due and owing to any lessor, employees, taxing authorities, advertising agencies and all other third parties, and shall immediately pay to Franchisor the amount of any fees for which Franchisor has become obligated to pay to third parties, on behalf of Franchisee in connection with Franchisee's Franchised Business and this Agreement.

(h) Take such action as may be necessary to cancel any fictitious or assumed name or equivalent registration that contains the other Marks, and furnish Franchisor with evidence satisfactory to Franchisor of compliance with this obligation within fifteen (15) days after the termination or expiration of this Agreement. If Franchisee fails or refuses to do so, Franchisor may, in Franchisee's name, on Franchisee's behalf and at Franchisee's expense, execute all documents necessary to cause discontinuance of Franchisee's use of the name "AAAC Wildlife Removal," or any related name used under this Agreement. Franchisee irrevocably appoints Franchisor as Franchisee's attorney-in-fact to do so.

(i) Upon any termination of this Agreement by Franchisor for cause, Franchisor will have the right immediately to maintain continuous operation of the former Franchised Business, provide for orderly change of management and disposition of personal property, and otherwise protect Franchisor's interests. If Franchisee disputes the validity of Franchisor's termination of the franchise, Franchisor will nevertheless have the option (which Franchisee irrevocably grants) to operate the Franchised Business pending the final, unappealed determination of the dispute by a court of competent jurisdiction and/or arbitration panel. If a court of competent jurisdiction makes a final, unappealed determination that the termination was not valid, Franchisor agrees to make a full and complete accounting for the period during which it operated the former Franchised Business.

(j) Within fifteen (15) days from the date of termination or expiration of this Agreement, arrange with Franchisor for an inventory to be made by Franchisor, at Franchisor's cost, of all

items bearing the Marks and any other assets of the Franchised Business. Franchisor will have the option, to be exercised within thirty (30) days after termination or expiration of this Agreement, to purchase from Franchisee any or all of these items at fair market value. "Fair market value" means depreciated book value or actual fair market value, whichever is less. If the parties cannot agree on a fair market value within a reasonable time, Franchisor will designate an independent appraiser. The appraiser's determination will be binding. Franchisee will be responsible for paying the entire fee charged by the independent appraiser. If Franchisor elects to exercise this option to purchase, it may set off all amounts due from Franchisee under this Agreement against any payments for the purchase.

(k) Immediately execute all agreements necessary to effectuate the termination in a prompt and timely manner.

(l) Strictly comply with the post-termination/post-expiration covenants not to compete set forth in this Agreement and continue to abide by those restrictions pertaining to the use of the Confidential Information, trade secrets and know-how set forth in this Agreement.

(m) Obtain, and maintain in effect, tail coverage for the errors and omissions insurance and general liability insurance required by this Agreement, to extend the period in which claims may be asserted for a period of time not less than the applicable statute of limitations in the jurisdiction in which the Franchised Business is located, and furnish Franchisor with a certificate of insurance evidencing compliance with this obligation within thirty (30) days after the termination or expiration of this Agreement.

(n) Immediately refrain from engaging in any contacts with customers or potential customers. Upon termination or expiration of this Agreement, Franchisee acknowledges and agrees that all customers, customer lists and databases belong solely to Franchisor. (o) To the extent not already in Franchisor's possession, Franchisee shall immediately provide Franchisor with Franchisee's current account IDs, user names and passwords for all social media accounts it established to market, advertise and promote the former Franchised Business. Franchisee understands and agrees that upon expiration or termination of this Agreement, Franchisor shall have the absolute and unconditional right, in its sole discretion, to permanently close, delete, take exclusive control over, or transfer any social media accounts that Franchisee established to market, advertise and promote the former Franchised Business.

(o) In the event of termination for any default by Franchisee or of termination by Franchisee through failure to make payment following notice to cure, pay to Franchisor all expenses it incurs as a result of the default or termination, including all damages, costs, and expenses, and reasonable attorneys' and experts' fees.

14.2 Surviving Obligations of Franchisee. The expiration or termination of this Agreement will be without prejudice to Franchisor's rights against Franchisee, and will not relieve Franchisee of any of its obligations to Franchisor at the time of expiration or termination, or terminate Franchisee's obligations which by their nature survive the expiration or termination of this Agreement.

14.3 Power of Attorney. Franchisee does hereby irrevocably constitute and appoint Franchisor as the true and lawful attorney-in-fact and agent for Franchisee to carry out Franchisee's obligations under Section 14.1 above. Franchisee agrees to promptly execute, acknowledge, and deliver to Franchisor any and all documents as may be required to carry out Franchisee's obligations under Section 14.1 above (including the forms set forth in the attached Exhibits 5 and 6, or other forms as Franchisor may prescribe or accept). The provisions of this Article 14 shall survive the expiration, termination, or cancellation of this Agreement.

ARTICLE 15  
COVENANTS OF FRANCHISEE

15.1 Covenants During Term of Franchise. Franchisee specifically acknowledges that, pursuant to this Agreement, Franchisee will receive valuable specialized training and Confidential Information, including, without limitation, information regarding the establishment and operation of the Franchised Business, and the sales, promotional, and marketing methods and techniques of Franchisor and the System, which Franchisee would otherwise not receive or have access to but for the rights licensed to Franchisee under this Agreement. Accordingly, during the term of this Agreement, neither Franchisee nor its Owners (if Franchisee is a legal entity) shall, either directly or indirectly, for itself or through, on behalf of, or in conjunction with, any person (including, without limitation, the spouse or children of Franchisee or any Owner):

- (a) own (either beneficially or of record), maintain, engage in, render services to, or have any interest in, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business that provides, offers and sells pest and/or wildlife control, management or removal services or any other services that are offered by AAAC Wildlife Removal businesses;
- (b) divert or attempt to divert any business or customer of the Franchised Business or of any other AAAC Wildlife Removal business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;
- (c) employ or seek to employ any person who is at that time employed by, or has been within the preceding ninety (90) days employed by Franchisor or its affiliate or any AAAC Wildlife Removal business, or otherwise directly or indirectly induce or attempt to induce such person to leave his or her employment;
- (d) except as specifically permitted by this Agreement, promote, offer, sell or provide for compensation any Permitted Products and Services, or otherwise operate the Franchised Business within the territory of another AAAC Wildlife Removal business, or otherwise infringe upon rights granted under a franchise agreement with another AAAC Wildlife Removal franchisee; or
- (e) aid, assist or provide goods or services to any competitor of the Franchised Business, Franchisor, or any other AAAC Wildlife Removal business.

15.2 Noncompetition. Franchisee and its Owners shall not, for a continuous and uninterrupted period commencing upon the transfer, expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, directly or indirectly, for itself or through, on behalf of, or in conjunction with any person (including, without limitation, the spouse or children of Franchisee or any Owner), own (either beneficially or of record), maintain, operate, promote, engage in, render services to, or have any interest in, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business that provides, offers and sells pest and/or wildlife control, management or removal services or any other services offered by AAAC Wildlife Removal businesses, which is or is intended to be located, or which operates or provides services, within the geographical boundaries of: (i) Franchisee's former Territory; or (ii) within fifty (50) miles of the boundaries of Franchisee's former Territory; or (iii) within the territory of any other AAAC Wildlife Removal business; or (iv) within fifty (50) miles of the boundaries of any other AAAC Wildlife Removal business's territory. The time period referred to in this Section shall be stayed during any violation or breach of the terms of this Section. The provisions of this Section shall survive the expiration, termination, or cancellation of this Agreement.

15.3 Non-solicitation. For continuous and uninterrupted period commencing upon the transfer, expiration or termination of this Agreement (regardless of the cause for termination) and continuing for two (2) years thereafter, Franchisee and its Owners shall not, directly or indirectly, by any means whatsoever, for itself or through, on behalf of, or in conjunction with any person (including, without limitation, the spouse or children of Franchisee or any Owner), solicit any of Franchisee's former customers or any customers of any other AAAC Wildlife Removal business for the purpose of promoting any business or service. The time period referred to in this Section shall be stayed during any violation or breach of the terms of this Section. The provisions of this Section shall survive the expiration, termination, or cancellation of this Agreement.

15.4 Exception for Publicly-Traded Company. Sections 15.1 and 15.2 shall not apply to the beneficial ownership by Franchisee or an Owner of less than 5% of the outstanding equity securities of any corporation that is registered under the Securities and Exchange Act of 1934.

15.5 Independent Covenants; Severability. The parties agree that each of the foregoing covenants shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant in this Article 15 is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Franchisee expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated in and made a part of this Article 15.

15.6 Reduction of Covenants by Franchisor. Franchisee understands and acknowledges that Franchisor shall have the right, in its sole discretion, to reduce the scope of any covenant set forth in Sections 15.1, 15.2 or 15.3 of this Agreement, or any portion thereof, without Franchisee's consent, effective immediately upon receipt by Franchisee of written notice thereof, and Franchisee agrees that it shall comply forthwith with any covenant as so modified, which shall be fully enforceable notwithstanding the provisions of Section 18.2 hereof.

15.7 Claims Against Franchisor No Defense. Franchisee expressly agrees that the existence of any claims it may have against Franchisor, whether or not arising from this Agreement, shall not constitute a defense to the enforcement by Franchisor of the covenants in this Article 15.

15.8 Injunctive Relief. Franchisee acknowledges that Franchisee's violation of the terms of this Article 15 would result in immediate and irreparable injury to Franchisor for which no adequate remedy at law will be available. Franchisee, accordingly, consents to the issuance of, and agrees to pay all court costs and reasonable attorneys' fees incurred by Franchisor in obtaining, an injunction prohibiting any conduct by Franchisee in violation of the terms of this Article 15. Franchisee expressly agrees that it may conclusively be presumed that any violation of the terms of the covenants not to compete was accomplished by and through Franchisee's unlawful use of Franchisor's Confidential Information, know-how, methods and procedures.

15.9 Lesser Included Covenants Enforceable at Law. If all or any portion of the covenants not to compete set forth in this Article are held unreasonable, void, vague or illegal by any court or agency with competent jurisdiction over the parties and subject matter, the court or agency will be empowered to revise and/or construe the covenants to fall within permissible legal limits, and shall not by necessity invalidate the entire covenants. Franchisee expressly agrees to be bound by any lesser covenant subsumed within the terms of this Article as if the resulting covenants were separately stated in and made a part of this Agreement. Franchisor reserves the right to reduce the scope of the covenants not to compete set forth in this Article without Franchisee's consent, at any time or times, effective immediately upon notice to Franchisee.



## ARTICLE 16 ENFORCEMENT

16.1 Injunctive Relief. Notwithstanding any provision of this Agreement to the contrary, Franchisor expressly reserves the right to seek temporary and permanent injunctions and orders of specific performance, without bond, from a court of competent jurisdiction, to enforce the provisions of this Agreement relating to: (a) Franchisee's use of the Marks; (b) Franchisees obligations upon the termination or expiration of this Agreement (c) Franchisee's obligations under Article 15 of this Agreement, (d) an assignment of this Agreement or any ownership interest therein, or (e) as necessary to prohibit any act or omission by Franchisee or its agents (i) that would constitute a violation of any applicable law, ordinance or regulation (ii) that is dishonest or misleading to Franchisor, customers or other AAAC Wildlife Removal franchisees; or (iii) that may harm, tarnish, or impair the System or Franchisor's reputation, name, services or Marks. The foregoing equitable remedies are in addition to, and not in lieu of, all other remedies or rights that the parties might otherwise have by virtue of any breach of this Agreement by the other party.

### 16.2 Dispute Resolution.

16.2.1 Mandatory Mediation of Franchisee's Claims. If a dispute arises between the parties in which Franchisee asserts claims or causes of action against Franchisor, and if the dispute cannot be settled through negotiation, the parties shall first try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or other dispute resolution procedure. The mediation proceeding must take place within forty-five (45) days of the date either party first gives notice of mediation and will take place at the American Arbitration Association location nearest to Franchisor's then-current principal place of business. Each party shall be responsible to pay its own cost of mediation. Franchisor shall not be obligated to mediate any of its claims or causes of action before seeking a temporary restraining order or temporary injunction.

16.2.2 Arbitration. Except as qualified in Section 16.1, the parties hereby agree that any and all disputes and claims arising out of (either directly or indirectly) or related to the Franchised Business, the parties' relationship, this Agreement or related agreement(s), including breach thereof and including any alleged violation of law shall be submitted to binding arbitration under the Federal Arbitration Act and under the auspices of the American Arbitration Association ("AAA"). Any arbitration must be resolved on an individual basis only and not joined or consolidated as part of a class action, group action or the claim of other franchisees. The dispute shall be heard by a single arbitrator in accordance with the Commercial Arbitration Rules of the AAA. The arbitrator must follow the law and not disregard the terms of this Agreement. Franchisee and Franchisor each waive their right to a trial by jury. Franchisee and Franchisor shall share equally all fees and expenses of the arbitrators and the AAA, except that the prevailing party shall be entitled to full reimbursement for all such fees and expenses. No part of the arbitration proceeding shall be disclosed to any other person except as required by law or by court order. There shall be a limit of five (5) depositions per party. The arbitrator will have the right to award any relief supported by law that he/she deem proper in the circumstances, including, for example, money damages (with interest on unpaid amounts due from their due date(s)), specific performance, and temporary and/or permanent injunction. The arbitrator shall NOT have the authority to award exemplary or punitive damages, and the parties expressly waive the right to or claim of any exemplary or punitive damages against the other. The prevailing party shall be entitled to its attorneys' fees in any such proceeding. The decision of the arbitrator may be filed as a judgment in any court of competent jurisdiction and will be binding in any other jurisdiction. This arbitration provision shall be deemed self-executing, and if either party fails to appear at any properly noticed arbitration proceeding, an award may be entered against such party, notwithstanding such failure to appear. All arbitration proceedings shall be filed in the AAA office nearest to Franchisor's then-current principal place of business. All arbitration proceedings shall take place in the AAA office nearest to Franchisor's then-current principal place of business.

16.3 WAIVER OF JURY TRIAL; Individual Dispute Resolution. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO A TRIAL BY JURY IN CONNECTION WITH ANY ACTION, PROCEEDING OR COUNTERCLAIM, AND ANY AND ALL CLAIMS RELATING TO OR ARISING FROM THIS AGREEMENT, THE FRANCHISED BUSINESS, THE FRANCHISE RELATIONSHIP BETWEEN THE PARTIES, AND IN CONNECTION WITH ALLEGATIONS OF STATE OR FEDERAL STATUTORY VIOLATIONS, FRAUD, MISREPRESENTATION OR SIMILAR CAUSES OF ACTION OR ANY LEGAL ACTION INITIATED FOR THE RECOVERY OF DAMAGES FOR ANY CLAIMS ARISING OUT OF THIS AGREEMENT, WHETHER AT LAW OR IN EQUITY, NOW EXISTING OR ARISING IN THE FUTURE, BROUGHT BY EITHER PARTY.

In addition, the parties agree that the relationship contemplated by this Agreement is a unique and individual relationship between the parties and will be characterized by unique circumstances, actions and experiences that relate only to Franchisee and Franchisee's relationship with Franchisor. Therefore, Franchisee and Franchisor agree that any litigation between or among the parties to this Agreement, and any of their respective owners, officers, directors, members, managers, employees, or representatives, will be conducted on an individual basis and not on a consolidated or class-wide basis with any other current or former franchisee of Franchisor.

16.4 Construction / Governing Law. This Agreement was accepted and executed by Franchisor in the State of Texas. Accordingly, this Agreement and related agreements, all relations between the parties, and any and all disputes between the parties, whether sounding in contract, tort, or otherwise, is to be exclusively construed in accordance with and/or governed by the laws of the State of Texas without recourse to Texas choice of law or conflicts of law principles. Nothing in this Section is intended to invoke the application of any franchise or similar law, rule or regulation of the State of Texas or any other state, which would not otherwise apply.

16.5 Jurisdiction and Venue. Each party irrevocably and unconditionally, with respect to any matter that is not subject to arbitration: (a) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement or any related agreement shall only be brought in the court(s) of record of the State and County or the United States District Court, whose jurisdiction encompasses the then-current location of the principal office of Franchisor; (b) consents to the jurisdiction of each such court in any suit, action or proceeding; and (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts. In all lawsuits between the parties, Franchisee may be served with process outside the State of Texas in the same manner that service may be made within the State of Texas by any person authorized to make service by the laws of the state, territory, possession or country in which service is made or by any duly qualified attorney in such jurisdiction. Franchisee hereby waives any defense it may have of insufficiency of service of process if service is made as provided in this paragraph. This method of service is not exclusive, and service of process may be made by any other method allowed by law.

16.6 Limitation of Claims. Except for claims against Franchisee concerning the underreporting of Gross Revenues or the payment of Royalty Fees, Advertising Fund Fees or any other fees or payments due to Franchisor or its affiliate, and for claims against Franchisee by Franchisor relating to third party claims or suits brought against Franchisor as a result Franchisee's operation of the Franchise Business, any and all claims arising out of or relating to this Agreement or the relationship between the parties shall be barred unless an action is commenced within one (1) year from the date Franchisee or Franchisor knew or should have known of the facts giving rise to such claims.

16.7 Punitive Damages. In no event will Franchisor be liable to Franchisee for punitive, special, consequential or exemplary damages including, but not limited to lost profits, in any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement. In any action arising out of or relating to this Agreement, or any breach, termination, cancellation or non-renewal of this Agreement, Franchisee shall be limited to recovering its actual damages only.

ARTICLE 17  
INDEPENDENT CONTRACTOR AND INDEMNIFICATION

17.1 Independent Contractor. Franchisee understands and agrees that Franchisee is and will be an independent contractor of Franchisor under this Agreement. It is understood and agreed that nothing in this Agreement shall create a partnership, joint venture, fiduciary, employment or agency relationship between Franchisor and Franchisee, or authorize Franchisee to make any contract, agreement, warranty, or representation on Franchisor's behalf or to incur any debt or other obligation in Franchisor's name. Franchisor shall in no event assume liability for, or be deemed liable hereunder as a result of, any such action by Franchisee. Franchisor shall not be liable to any third party for any act or omission of Franchisee in any of its operations hereunder (including, without limitation, any claim or action against Franchisee for negligent hiring, sexual harassment, or employment discrimination) or any claim or judgment arising therefore against Franchisee. No employee of Franchisee will be deemed to be an employee of Franchisor. Neither Franchisee nor any employee of Franchisee whose compensation for services is paid by Franchisee may, in any way, directly or indirectly, expressly or by implication, be construed to be an employee of Franchisor for any purpose, including, but not limited to, with respect to any mandated or other insurance coverage, tax or contributions, or requirements pertaining to withholdings, levied or fixed by any city, state or federal governmental agency. Franchisor does not have the power to hire or fire Franchisee's employees, and Franchisee alone controls Franchisee's employees' wages, hours, assignments, hiring, firing and any benefits. FRANCHISEE SHALL DISPLAY PROMINENTLY AT ITS PLACE OF BUSINESS, ON ALL CORRESPONDENCE WITH THIRD PARTIES, AND ANY PRINTED MATERIALS BEARING ITS NAME OR BUSINESS LOCATION, A STATEMENT THAT THE FRANCHISED BUSINESS IS INDEPENDENTLY OWNED AND OPERATED BY FRANCHISEE.

17.2 Indemnification. Franchisee shall indemnify and hold Franchisor and its affiliates, and their respective officers, directors, owners, employees and representatives, harmless from and against any and all actions, judgments, damages, losses, claims, debts, liabilities, costs and expenses (including reasonable attorney's fees and costs, even if incident to appellate, post-judgment, or bankruptcy proceedings, and expert and accounting fees) or obligations to which they become subject or that they incur arising directly or indirectly from, as a result of or in connection with Franchisee's ownership or operation of the Franchised Business (excluding, however, liabilities caused directly by Franchisor's gross negligence). This provision shall survive the expiration, termination or cancellation of this Agreement.

ARTICLE 18  
MISCELLANEOUS

18.1 Personal Guaranty. In the event that Franchisee is a legal business entity, each Owner shall execute a personal guaranty agreement in favor of Franchisor, in the form attached hereto as Exhibit 8, or as otherwise approved by Franchisor. Under such agreement, each Owner shall personally guarantee the performance of Franchisee's covenants and obligations under this Agreement and to be individually bound by all the terms and conditions of this Agreement and any other agreements between Franchisee and Franchisor. This requirement of personal guaranty(ies) is a material inducement to Franchisor, and Franchisor would not execute this Agreement without such personal guaranty(ies).

18.2 Integration of Agreement. This Agreement and all ancillary agreements executed contemporaneously with this Agreement, constitute the entire agreement between the parties with reference to the subject matter of this Agreement and supersede any and all prior negotiations, understandings, representations and agreements. Franchisee acknowledges that it is entering into this Agreement, and all ancillary agreements executed contemporaneously with this Agreement, as a result of its own independent investigation of the Franchised Business and not as a result of any representations about Franchisor made by its shareholders, officers, directors, employees, agents, independent contractors or other franchisees which are contrary to the terms set forth in this Agreement or of any

disclosure document, prospectus, disclosure document or other similar document required or permitted to be given to Franchisee pursuant to applicable law.

This Agreement may not be amended orally, but may be amended only by a written instrument signed by the parties. Franchisee expressly acknowledges that no oral promises or declarations were made to it and that the obligations of Franchisor are confined exclusively to the terms in this Agreement. Franchisee understands and assumes the business risks inherent in this enterprise.

Nothing in this Agreement or in any related agreement, however, is intended to disclaim the representations made by Franchisor in the disclosure document, or in its exhibits or amendments, that Franchisor furnished to Franchisee.

18.3 Effect of Agreement; Assignment. This Agreement is binding upon and inures to the benefit of the parties and their respective legal representatives, successors, and permitted assigns. Franchisee may not assign this Agreement without first complying with the provisions of Article 12 hereof.

18.4 Headings. The headings contained in this Agreement are for reference purposes only and shall not affect the meaning or interpretation of any provision of this Agreement.

18.5 Notices. All payments shall be made to the addresses listed below. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing, shall be addressed as provided in this Section 18.5, shall be made by personal delivery, or by certified mail, postage prepaid, return receipt requested, or by ordinary mail, postage prepaid, or by overnight delivery service with proof of delivery, and shall be effective upon receipt or refusal thereof or forty-eight hours after deposit in the U.S. mail, postage prepaid.

If to Franchisor:  
AAAC SUPPORT SERVICES, LLC  
8375 Hills Parkway  
Montgomery, Texas 77316  
(or to such other persons or address as Franchisor may from time to time furnish to Franchisee)

If to Franchisee:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
(or to such other persons or address as Franchisee may from time to time furnish to Franchisor)

18.6 Attorney's Fees and Costs. If a claim for amounts owed by Franchisee to Franchisor is asserted in any arbitration or judicial proceeding or appeal thereof, or if Franchisor or Franchisee is required to enforce this Agreement or protect rights under this Agreement in an arbitration or judicial proceeding or appeal thereof, the party prevailing in such proceeding shall be entitled to reimbursement of its costs and expenses, including reasonable accounting and legal fees, expert fees, arbitration administrative charges, arbitrators' compensation, and any other costs and expenses, whether incurred prior to, in preparation for or in contemplation of the filing of an, written demand claim action, hearing or proceeding to enforce the obligations of this Agreement. If Franchisor becomes a party to any litigation or any insolvency proceedings pursuant to the bankruptcy code or any adversary proceeding in conjunction with an insolvency proceeding with respect to Franchisee or the Franchised Business, then Franchisee will be liable to Franchisor for the reasonable attorneys' fees, experts' fees and court costs incurred by Franchisor in the action or proceeding, regardless of whether the action or proceeding proceeds to judgment. In addition, Franchisor will be entitled to add all costs of collection, interest, attorneys' fees and

experts' fees to its proof of claim in any insolvency proceedings filed by Franchisee. If Franchisor incurs expenses (including, but not limited to, legal and accounting fees) in connection with Franchisee's failure to pay when due amounts owing to Franchisor, to submit when due any reports, information, or supporting records or otherwise to comply with this Agreement, Franchisee shall reimburse Franchisor for any such costs and expenses that it incurs.

#### 18.7 Severability.

18.7.1 In the event that any provision of this Agreement, in whole or in part (or the application of any provision to a specific situation), shall be held, by the final judgment of a court of competent jurisdiction after appeal or the time for appeal has expired, to be invalid, unenforceable or in violation of any federal, state or local law, regulation or ordinance applicable to this Agreement such invalidity shall be limited to such specific provision or portion thereof (or to such situation), and this Agreement shall be construed and applied in such manner as to minimize such invalidity. All other provisions of this Agreement shall otherwise remain in full force and effect.

18.7.2 If any applicable and binding law or regulation of any jurisdiction requires a greater prior notice of the termination of or refusal to renew this Agreement than is required hereunder, or the taking of some other action not required hereunder, or it under any applicable and binding law or regulation of any jurisdiction any provision of this Agreement or any specification, standard, or operating procedure prescribed by Franchisor is invalid or unenforceable, then the prior notice and/or other action required by such law or regulation shall be substituted for the comparable provisions hereof, and Franchisor shall have the unlimited right to modify such invalid or unenforceable provision, specification, standard, or operating procedure to the extent required to be valid and enforceable. Franchisor agrees to be bound by any promise or covenant imposing the maximum duty permitted by law that is subsumed within the terms of any provision hereof, as though it were separately articulated in and made a part of this Agreement, that may result from striking from any of the provisions hereof, or from any specification, standard, or operating procedure prescribed by Franchisor, any portion or portions that a court may hold to be unreasonable and unenforceable in a final decision to which Franchisor is a party, or from reducing the scope of any promise or covenant to the extent required to comply with such a court order. Any such modifications to this Agreement shall be effective only in such jurisdiction, unless Franchisor elects to give them greater applicability, and shall be enforced as originally made and entered into in all other jurisdictions.

18.8 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

18.9 Survival of Covenants. All provisions of this Agreement which, by their terms or nature, are intended to survive the termination or expiration of this Agreement (such as, by way of illustration and not limitation, the provisions relating to Confidential Information, indemnification, post-termination obligations, post-termination covenants not to compete, and the Marks), and all provisions hereof necessary to enforce and interpret such provisions (such as, by way of illustration and not limitation, the provisions relating to governing law, arbitration, jurisdiction, venue, injunctive relief, waiver of jury trial and entitlement to attorney's fees and costs), shall survive the termination, expiration or cancellation of this Agreement, regardless of whether the provisions specifically state so.

18.10 No Third Party Beneficiaries. Nothing in this Agreement is intended, nor shall be deemed, to confer any rights or remedies upon any person or entity not a party hereto.

18.11 Waiver and Delay. No waiver or delay in either party's enforcement of any breach of any term, covenant or condition of this Agreement will be construed as a waiver by that party of any preceding or succeeding breach, or any other term, covenant or condition of this Agreement. Without limiting any of the foregoing, the acceptance of any payment specified to be paid by Franchisee under this Agreement

will not be, nor be construed to be, a waiver of any breach of any term, covenant or condition of this Agreement.

18.12 Franchisor's Withholding of Consent; Franchisee's Exclusive Remedy. In no event may Franchisee make any claim for money damages based on any claim or assertion that Franchisor has unreasonably withheld or delayed any consent or approval to a proposed act by Franchisee under the terms of this Franchise Agreement. Franchisee waives any such claim for damages. Franchisee may not claim any such damages by way of setoff, counterclaim or defense. Franchisee's sole remedy for the claim will be an action or proceeding to enforce the Agreement provisions, for specific performance or for declaratory judgment.

18.13 "Franchisee" Defined. The term "Franchisee" includes all persons who succeed to the interest of the original Franchisee by permitted transfer or operation of law, and will be deemed to include not only the individuals or entity defined as the "Franchisee" on the attached Exhibit 1, but also all Owners of the entity that executes this Agreement. By signing this Agreement, each of the Owners of the entity that executes this Agreement as Franchisee acknowledges and accepts the duties and obligations imposed upon each of them, individually, by this Agreement. If two or more individuals are the "Franchisee" under this Agreement, their liability to Franchisor is joint and several.

18.14 "Person" Defined. The term "person" includes corporations, limited liability companies, partnerships joint ventures estates trusts and other entities and organizations, as well as individuals.

18.15 Patriot Act. Franchisee represents and warrants that to its actual knowledge: (i) neither Franchisee, nor its officers, directors, managers, members, partners or other individual who manages the affairs of Franchisee, nor any Franchisee affiliate or related party, or any funding source for the Franchised Business, is identified on the lists of Blocked Persons, Specially Designated Nationals, Specially Designated Terrorists, Specially Designated Global Terrorists, Foreign Terrorists Organizations, and Specially Designated Narcotics Traffickers at the United States Department of Treasury's Office of Foreign Assets Control (OFAC), or the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, commonly known as the "USA Patriot Act," as such lists may be amended from time to time (collectively, "Blocked Person(s)"); (ii) neither Franchisee nor any Franchisee affiliate or related party is directly or indirectly owned or controlled by the government of any country that is subject to an embargo imposed by the United States government; (iii) neither Franchisee nor any Franchisee affiliate or related party is acting on behalf of the government of, or is involved in business arrangements or other transactions with, any country that is subject to such an embargo; (iv) neither Franchisee nor any Franchisee affiliate or related party are on the United States Department of Commerce Denied Persons, Entity and Unverified Lists, or the United States Departments of State's Debarred List, as such lists may be amended from time to time (collectively, the "Lists"); (v) neither Franchisee nor any Franchisee affiliate or related party, during the term of this Agreement, will be on any of the Lists or identified as a Blocked Person; and (vi) during the term of this Agreement, neither Franchisee nor any Franchisee affiliate or related party will sell products, goods or services to, or otherwise enter into a business arrangement with, any person or entity on any of the Lists or identified as a Blocked Person. Franchisee agrees to notify Franchisor in writing immediately upon the occurrence of any act or event that would render any of these representations incorrect.

## ARTICLE 19 SUBMISSION OF AGREEMENT

19.1 Submission of Agreement. The submission of this Agreement does not constitute an offer. This Agreement will become effective only upon the execution of this Agreement by Franchisor and Franchisee. The date of execution by Franchisor will be considered the date of execution of this Agreement.

THIS AGREEMENT WILL NOT BE BINDING ON FRANCHISOR UNLESS AND UNTIL IT HAS BEEN ACCEPTED AND SIGNED BY AN AUTHORIZED OFFICER OF FRANCHISOR.

FRANCHISEE ACKNOWLEDGES THAT NO REPRESENTATIONS OR PROMISES WERE MADE TO IT OTHER THAN THOSE SET FORTH IN FRANCHISOR'S DISCLOSURE DOCUMENT, AND THAT IF ANY OTHER REPRESENTATIONS OR PROMISES WERE MADE TO FRANCHISEE, FRANCHISEE IS NOT RELYING ON THEM.

FRANCHISEE HAS READ ALL OF THE FOREGOING AGREEMENT AND ACCEPTS AND AGREES TO EACH AND ALL OF THE PROVISIONS, COVENANTS AND CONDITIONS OF THE FOREGOING AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement on the Effective Date, as written above.

**FRANCHISOR**

**AAAC SUPPORT SERVICES, LLC**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Individually  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

OR:  
(if a corporation or other legal entity)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_ Zip: \_\_\_\_\_

Franchise Agreement  
Exhibit 1

IDENTIFICATION OF FRANCHISEE(S)

If Individual(s) -- List all information for each owner (add additional pages as necessary):

|   |
|---|
| <p>1. Name: _____ Ownership: _____ %</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Home Telephone: _____</p> <p>Cell Phone: _____</p> <p>2. Name: _____ Ownership: _____ %</p> <p>Address: _____</p> <p>City: _____ State: _____ Zip: _____</p> <p>Home Telephone: _____</p> <p>Cell Phone: _____</p> |
|---|



If Legal Entity:

Name: \_\_\_\_\_

Type of Entity (Check One):

Corporation

Limited Liability Company

Limited Partnership

Other – Describe: \_\_\_\_\_

State of Organization: \_\_\_\_\_

Date of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Statutory/Registered Agent: \_\_\_\_\_

Address of Agent: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Shareholders/Members/Partners (attach additional pages as necessary):

1. Name: \_\_\_\_\_ Ownership: \_\_\_\_\_ %

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

2. Name: \_\_\_\_\_ Ownership: \_\_\_\_\_ %

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

[Signatures on following page]

Each of the undersigned individual Franchisees, or each of the Owners of a non-individual Franchisee, hereby certify that the foregoing information is accurate and complete to the best of their knowledge and agree to notify Franchisor promptly of any change in any such information during the term of the Franchise Agreement to which this Exhibit 1 is attached.

1. \_\_\_\_\_

Printed Name: \_\_\_\_\_

2. \_\_\_\_\_

Printed Name: \_\_\_\_\_

(Attach additional names and signatures as required)

Franchise Agreement  
Exhibit 2

**THE TERRITORY**

Franchisor and Franchisee hereby agree that the Territory, as defined in Section 1.1 of the Franchise Agreement to which this Exhibit is attached, consists of the geographical area located in the State of \_\_\_\_\_ and situated within the following boundaries:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A map of the Territory is attached hereto; however, in the event of a discrepancy between the map and the written description above, the written description controls. If any street, road, or highway serves as a boundary of the Territory, the actual boundary is the centerline of the street, road, or highway, and only the land and structures within such boundary are included in Franchisee's Territory.

This Exhibit 2 is to be attached to, incorporated in and made a part of the Franchise Agreement between Franchisor and Franchisee. The parties are signing this Exhibit 2 on the dates below.

**FRANCHISOR**

**AAAC SUPPORT SERVICES, L.L.C.**  
a Texas limited liability company

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Individually

OR:  
(if a corporation or other legal entity)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Franchise Agreement  
Exhibit 3

**INITIAL FRANCHISE FEE**

The amount of the Initial Franchise Fee that Franchisee shall pay to Franchisor upon execution of this Franchise Agreement (as contemplated in Section 3.1) is \$ \_\_\_\_\_.

The amount of the credit, if any, that Franchisor and Franchisee have agreed to apply against the Initial Franchise Fee for Rebranded AAAC Customers, pursuant to Section 3.2(a), is \$ \_\_\_\_\_ [If left blank, no credit will be applied against the Initial Franchisee Fee under Section 3.2(a)].

The amount of the credit, if any, that Franchisor and Franchisee have agreed to apply against the Initial Franchise Fee for the assignment of customer contracts to Franchisor or its designee, pursuant to Section 3.2(b), is \$ \_\_\_\_\_ If left blank, no credit will be applied against the Initial Franchisee Fee under Section 3.2(b)].

This Exhibit 3 is to be attached to, incorporated in and made a part of the Franchise Agreement between Franchisor and Franchisee. The parties are signing this Exhibit 3 on the dates below.

**FRANCHISOR**

**AAAC SUPPORT SERVICES, L.L.C.**  
a Texas limited liability company

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**FRANCHISEE**

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Individually

OR:

(if a corporation or other legal entity)

\_\_\_\_\_  
Company Name

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Franchise Agreement  
Exhibit 4

AUTHORIZATION FOR ELECTRONIC TRANSFER OF FUNDS

The undersigned Depositor hereby authorizes and requests the Depository designated below to honor and to charge to the following designated account, checks and electronic debits (collectively, "debits") drawn on such account which are payable to AAAC Support Services, LLC ("Payee"). The undersigned agrees to select the option for automatic payments in Payee's payment and invoicing program. It is agreed that Depository's rights with respect to each such debit shall be the same with or without cause and whether intentionally or inadvertently, Depository shall be under no liability whatsoever. This authorization shall continue in force until Depository and Payee have received at least thirty (30) days prior written notification from Depositor of its termination.

The Depositor agrees with respect to any action taken according to the above authorization:

(1) To indemnify the Depository and hold it harmless from any loss it may suffer resulting from or in connection with any debit, including, without limitation, execution and issuance of any check, draft or order, whether or not genuine, purporting to be authorized or executed by the Payee and received by the Depository in the regular course of business for the purpose for payment, including any costs or expenses reasonably incurred in connection therewith.

(2) To indemnify Payee and the Depository for any loss arising in the event that any such debit shall be dishonored, whether with or without cause and whether intentionally or inadvertently.

(3) To defend at Depositor's own cost and expense any action which might be brought by a depositor or any other persons because of any actions taken by the Depository or Payee under the foregoing request and authorization, or in any manner arising by reason of the Depository's or Payee's participation therein.

Name of Depository (full name of bank and address): \_\_\_\_\_

\_\_\_\_\_

Name of Depositor: \_\_\_\_\_

Designated Bank Acct. No.: \_\_\_\_\_  
(Please attach one voided check for the above account)

Bank Routing Number: \_\_\_\_\_

Principal Business Address: \_\_\_\_\_

Phone #: \_\_\_\_\_

Fax #: \_\_\_\_\_

Name of Franchisee/Depositor (please print): \_\_\_\_\_

By: \_\_\_\_\_  
Signature and Title of Authorized Representative

Date: \_\_\_\_\_



The undersigned has signed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FRANCHISEE:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_

Acknowledge and subscribed before me, a  
Notary Public for such County and State on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Franchise Agreement  
Exhibit 6

IRREVOCABLE POWER OF ATTORNEY  
(Telephone Number)

KNOW ALL MEN BY THESE PRESENTS: That  
\_\_\_\_\_  
("Franchisee") does hereby irrevocably constitute and appoint AAAC Support Services, LLC, a Texas limited liability company ("Franchisor"), the true and lawful attorney-in-fact and agent for Franchisee and in Franchisees name, place and stead, to do or cause to be done all things and to sign, execute, acknowledge, certify, deliver, accept record and file all such agreements, certificates, instruments and documents as in the sole discretion of Franchisor, may be necessary or advisable for the sole purpose of cancelling, deleting, or assigning to Franchisor or its designee all of Franchisee's right, title and interest in and to any and all telephone numbers of Franchisee's AAAC Wildlife Removal franchise and all related Yellow Pages, White Pages, online directories and other business listings, including but not limited to, the execution and delivery of any *Transfer of Service Agreement* and/or any other transfer documentation required by the applicable telephone service company providing telephone services for Franchisee, hereby granting unto Franchisor full power and authority to do and perform any and all acts and things which, in the sole discretion of Franchisor, are necessary or advisable to be done as fully to all intents and purposes as Franchisee might or could itself do, hereby ratifying and confirming all that Franchisor may lawfully do or cause to be done by virtue of this Power of Attorney and the powers herein granted.

During the term of this Power of Attorney and regardless of whether Franchisee has designated any other person to act as its attorney-in-fact and agent, no person, firm or corporation dealing with Franchisor will be required to ascertain the authority of Franchisor, nor to see to the performance of the agency, nor be responsible in any way for the proper application of funds or property paid or delivered to Franchisor. Any person, firm or corporation dealing with Franchisor shall be fully protected in acting and relying on a certificate of Franchisor that this Power of Attorney on the date of such certificate has not been revoked and is in full force and effect, and Franchisee will not take any action against any person, firm or corporation acting in reliance on such a certificate or a copy of this Power of Attorney. Any instrument or document executed on behalf of Franchisee by Franchisor will be deemed to include such a certificate on the part of Franchisor, whether or not expressed. This paragraph will survive any termination of this Power of Attorney.

This power of Attorney will terminate two years following the expiration or termination of the Franchise Agreement dated evenly herewith between Franchisor and Franchisee. The termination, however, will not affect the validity of any act or deed of Franchisor prior to such date pursuant to the powers herein granted.

This instrument is to be construed and interpreted as an irrevocable Power of Attorney coupled with an interest. It is executed and delivered in the State of Texas and the laws of the State of Texas and will govern all questions as to its validity and the construction of its provisions.

[Signature on following page]



The undersigned has signed this instrument on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

FRANCHISEE:

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_

By: \_\_\_\_\_

Acknowledge and subscribed before me, a  
Notary Public for such County and State on  
the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
NOTARY PUBLIC

Franchise Agreement  
Exhibit 7

CONFIDENTIALITY AND NON-COMPETITION AGREEMENT  
(To be signed by Franchisee's Management and Technician Employees)

THIS CONFIDENTIALITY AND NON-COMPETITION AGREEMENT is by and between \_\_\_\_\_, a \_\_\_\_\_ organized under the laws of the State of \_\_\_\_\_ ("Franchisee"), and \_\_\_\_\_ ("Covenantor"), an individual resident of the State of \_\_\_\_\_.

RECITALS

WHEREAS, pursuant to that certain AAAC Wildlife Removal Franchise Agreement between AAAC Support Services, LLC ("Franchisor") and Franchisee ("Franchise Agreement"), Franchisee was granted the right to operate a wildlife control and removal services business (the "Franchised Business") within the territory known as \_\_\_\_\_, and as further defined in Exhibit 2 to the Franchise Agreement ("Territory"), using Franchisor's system and the AAAC Wildlife Removal trademarks, trade names, service marks and logos (the "Marks"); and

WHEREAS, Covenantor is a management or technician employee of Franchisee; and

WHEREAS, Franchisor has expended substantial amounts of time and money in developing the Marks (as hereinafter defined) and Franchisor's distinctive franchise system including, without limitation, unique sales and marketing methods, proprietary software, pricing techniques, promotional materials new product development financial information, and procedures for the efficient operation of a wildlife control and removal services business, all of which Covenantor acknowledges to be confidential and proprietary information; and

WHEREAS, Covenantor's employment or engagement by Franchisee in connection with the operation of the Franchised Business, Covenantor will have access to such confidential and proprietary information of Franchisor; and

WHEREAS, as a condition precedent to and in consideration of Covenantor's employment by Franchisee, all managers and technicians of Franchisee must execute the covenants contained herein;

NOW, THEREFORE, as additional consideration and inducement for granting the Franchise to Franchisee, Covenantor hereby agrees and covenants to Franchisee as follows:

1. Confidentiality. Covenantor acknowledges the proprietary and confidential nature of Franchisor's operations manual and other operating materials, which Franchisee has received on loan from Franchisor, operations software, unique sales and marketing methods, pricing techniques, promotional materials, new product development, financial information, customer or referral lists, customer information, vendor and supplier information, pricing information, procedures for the efficient operation of a pest and wildlife control, management and removal business, and any other methods, specifications, standards, procedures, processes, techniques, information, knowledge, or know-how concerning Franchisor's franchise system or Franchisee's Franchised Business which is not commonly known to the public or to competitors, and which Franchisor or Franchisee have identified or may identify as proprietary and confidential information ("Confidential Information"). Covenantor shall use such Confidential Information solely for the Franchised Business's benefit and shall not, at any time ever, communicate, divulge, or use any Confidential Information other than for the specific purpose of performing his/her duties at and in connection with the Franchised Business as required in the course of Covenantor's employment relationship with the Franchisee. Covenantor shall not reproduce, or permit

the reproduction, directly or indirectly, of any of the Confidential Information except as required by the Franchisee and Franchisor.

In the event that Covenantor becomes legally compelled or required to disclose any of the Confidential Information to a third party by order of a court or other authority of competent jurisdiction, Covenantor shall provide Franchisee and Franchisor with notice as far in advance as practicable so that Franchisee and/or Franchisor may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement, in the sole discretion of Franchisor. In any event, Covenantor will furnish only that portion of the Confidential Information which it is legally required to furnish.

2. Ownership and Return of Information. The parties acknowledge and agree that all Confidential Information disclosed (including all Franchisor manuals) is confidential and proprietary to Franchisor and shall remain the exclusive property of Franchisor. At the request of Franchisor, Covenantor shall promptly return or destroy any and all Confidential Information including all copies thereof, on any storage medium whatsoever, in its possession and will not retain any copies or other reproductions in whole or in part of such material. **All manuals must be returned to Franchisor. Absolutely no copies of manuals may be made.**

3. Non-Competition. Covenantor covenants and agrees that, during the period of time in which Covenantor is an employee or contractor of Franchisee and for a continuous and uninterrupted two (2) year period thereafter, Covenantor shall not:

(a) own (either beneficially or of record), maintain, engage in, render services to, or have any interest in, whether as an investor, partner, lender, director, officer, manager, employee, consultant, representative or agent, any business that provides, offers and sells pest and/or wildlife control, management or removal services or any other services that are offered by AAAC Wildlife Removal businesses, which is or is intended to be located, or which operates or provides services, within the geographical boundaries of: (i) Franchisee's Territory; or (ii) within fifty (50) miles of the boundaries of Franchisee's Territory; or (iii) within the territory of any other AAAC Wildlife Removal business; or (iv) within fifty (50) miles of the boundaries of any other AAAC Wildlife Removal business's territory;

(b) divert or attempt to divert any business or customer of the Franchised Business or of any other AAAC Wildlife Removal business to any competitor, by direct or indirect inducement or otherwise, or do or perform, directly or indirectly, any other act injurious or prejudicial to the goodwill associated with the Marks and the System;

(c) employ or seek to employ any person who is at that time employed by, or has been within the preceding ninety (90) days employed by Franchisee, Franchisor or its affiliate or any AAAC Wildlife Removal business, or otherwise directly or indirectly induce or attempt to induce such person to leave his or her employment; or

(e) aid, assist or provide goods or services provided by the Franchised Business to any competitor of the Franchised Business, Franchisor, or any other AAAC Wildlife Removal business.

The time period referred to in this Section shall be stayed during any violation or breach of the terms of this Section. The provisions of this Section shall survive the expiration, termination, or cancellation of this Agreement.

4. Non-Solicitation. Covenantor covenants and agrees that, during the period of time in which Covenantor is an employee or contractor of Franchisee, and continuing for two (2) years thereafter, Covenantor will not, directly or indirectly, for him/herself or through, on behalf of, or in

conjunction with, any person(s), partnership, association, or corporation, contact or solicit, by any means whatsoever, any person or business who was a former or current customer of Franchisee for the purpose of promoting any business or service other than the Franchised Business. The time period referred to in this Section shall be stayed during any violation or breach of the terms of this Section. The provisions of this Section shall survive the expiration, termination, or cancellation of this Agreement.

5. Representations.

(a) Covenantor represents, warrants, and confirms that the restrictions contained in this Agreement are fair and reasonable and not the result of overreaching, duress, or coercion of any kind. Covenantor further acknowledges, represents, warrants, and confirms that his or her full, uninhibited and faithful observance of each of the covenants contained in this Agreement will not cause any undue hardship, financial or otherwise, and that the enforcement of each of the covenants contained in this Agreement will not impair his or her ability to obtain employment commensurate with his or her abilities on terms fully acceptable to Covenantor or otherwise to obtain income required for his or her comfortable support and of his or her family, and the satisfaction of the needs of his or her creditors.

(b) Covenantor acknowledges and confirms that his or her special knowledge of Franchisor's System and the Franchised Business (and anyone acquiring such knowledge through Covenantor) is such as would cause Franchisor, its affiliates, its franchisees and Franchisee serious injury and loss if Covenantor (or anyone acquiring such knowledge through Covenantor) were to use such ability and knowledge to the detriment of Franchisor, its affiliates, its franchisees and Franchisee.

(c) The Agreement neither creates nor is intended to imply the existence of an employment contract and does not represent a promise or representation of employment or continued employment. Nothing in this Agreement shall change the "at-will" nature of Covenantor's employment relationship with Franchisee.

6. Remedies. Covenantor acknowledges and agrees that his/her violation of any of the covenants contained in this Agreement would result in irreparable injury to Franchisor and Franchisee for which no adequate remedy at law may be available, and accordingly consents to the issuance of, and agrees to pay all court costs and reasonable attorney fees incurred by Franchisor or Franchisee in obtaining, an injunction enjoining any conduct by Covenantor prohibited by the terms of the Agreement, in addition to any other relief to which Franchisor and/or Franchisee are entitled. This remedy shall be in addition to any and all other remedies which may be available to Franchisor or Franchisee.

7. Severability. The parties agree that each of the covenants contained in this Agreement shall be construed as independent of any other covenant or provision of this Agreement. If all or any portion of a covenant contained herein is held unreasonable or unenforceable by a court or agency having valid jurisdiction in an unappealed final decision to which Franchisor is a party, Covenantor expressly agrees to be bound by any lesser covenants subsumed within the terms of such covenant that imposes the maximum duty permitted by law, as if the resulting covenants were separately stated and made a part of this Agreement.

8. Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, successors, and assigns.

9. Non-Waiver. The existence of any claim or cause of action by the Covenantor against Franchisee and/or Franchisor predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by Franchisee and/or Franchisor of this Agreement. Any failure to object to any conduct in violation of this Agreement shall not be deemed a waiver by Franchisee or Franchisor. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by Covenantor, Franchisee and Franchisor, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.

10. Governing Law; Jurisdiction. The parties agree that this Agreement shall be deemed to have been entered into in, and shall be governed by, interpreted and construed in accordance with the laws of the State of Texas. The parties agree that any action based upon this Agreement brought by any party hereto against any other party hereto may be brought within the State of Texas in the judicial district in which Franchisor has its principal place of business, and hereby consent to the exercise of personal jurisdiction by any such court and waive any defense of lack of personal jurisdiction or improper venue for the purpose of carrying out this provision.

11. Legal Expenses. In the event a dispute arises under this Agreement, the prevailing party shall be entitled to recover its expenses, including reasonable attorney and accountant fees, in addition to any other relief to which it may be found entitled.

12. Franchisor Third-Party Beneficiary. The parties recognize the necessity of the Covenantor's compliance with the terms of this Agreement to Franchisor as the franchisor of the Franchised Business by Franchisee. Accordingly, Covenantor and Franchisee acknowledge, agree and intend that the covenants contained in this Agreement shall directly benefit Franchisor, who shall be a third-party beneficiary of Covenantor's obligations under this Agreement and is entitled to enforce the provisions of this Agreement, and all rights and remedies conferred upon Franchisee or Franchisor hereunder, in Franchisor's own name without Franchisee as a party in any action filed for such purpose.

13. Survival. The confidentiality, non-solicitation and non-competition provisions of this Agreement shall survive and apply after Covenantor's business relationship with Franchisee in connection with the Franchised Business has terminated.

14. Modification of Agreement and Merger. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. This Agreement may not be supplemented, modified or revised in any manner except by a single writing signed by the Covenantor, Franchisee and Franchisor. There are no prior or contemporaneous oral promises, representations or agreements not set forth herein inducing entry into this Agreement and all prior negotiations, discussions, statements and representations are merged into this Agreement. The provisions of this paragraph cannot be modified by conduct, oral agreement or written agreement, unless signed by Covenantor, Franchisee and Franchisor.

IN WITNESS WHEREOF, the parties have executed this Agreement, or caused it to be executed by their duly authorized representative, as of the dates set forth below.

**COVENANTOR**

**FRANCHISEE**

Printed Name: \_\_\_\_\_

Company Name \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Franchise Agreement  
Exhibit 8

PERSONAL GUARANTY

IN CONSIDERATION of and as an inducement for AAAC SUPPORT SERVICES, LLC ("Franchisor") to enter into the Franchise Agreement dated \_\_\_\_\_, 20\_\_\_\_, and related agreements (collectively the "Franchise Agreement") with \_\_\_\_\_ ("Franchisee"), or to consent to the transfer of the Franchise Agreement or interest in Franchisee, and for other good and valuable consideration, each of the undersigned, for themselves, their heirs, successors, and assigns, do jointly, individually and severally hereby absolutely and unconditionally guarantee the payment of all amounts due under, and the performance of all of the covenants, terms, conditions, agreements and undertakings contained and set forth in, said Franchise Agreement and in any other agreement(s) by and between Franchisee and Franchisor, including, but not limited to Franchisee's covenants of confidentiality, non-competition and non-solicitation.

If more than one (1) person has executed this Guaranty, the term "the undersigned", as used herein, shall refer to each such person, and the liability of each of the undersigned hereunder shall be joint and several and primary as sureties.

The undersigned, individually and jointly, hereby agree to be personally bound by each and every covenant, term, condition, agreement and undertaking contained and set forth in said Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor, and agree that this Guaranty shall be construed as though the undersigned and each of them executed agreement(s) containing the identical terms and conditions of the Franchise Agreement and any other agreement(s) by and between Franchisee and Franchisor.

The undersigned hereby agree, furthermore, that without the consent of or notice to any of the undersigned and without affecting any of the obligations of the undersigned hereunder: (a) any term, covenant or condition of the Franchise Agreement may be amended, compromised, released or otherwise altered by Franchisor and Franchisee, and the undersigned do guarantee and promise to perform all the obligations of Franchisee under the Agreement as so amended, compromised, released or altered; (b) any guarantor of or party to the Franchise Agreement may be released, substituted or added; (c) any right or remedy under the Agreement, this Guaranty or any other instrument or agreement between Franchisor and Franchisee may be exercised, not exercised, impaired, modified, limited, destroyed or suspended; and, (d) Franchisor or any other person may deal in any manner with Franchisee, any of the undersigned, any party to the Franchise Agreement or any other person.

Should Franchisee be in breach or default under the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, Franchisor may proceed directly against any or each of the undersigned without first proceeding against Franchisee and without proceeding against or naming in such suit any other Franchisee, signatory to the Franchise Agreement or any others of the undersigned.

Notice to or demand upon Franchisee or any of the undersigned shall be deemed notice to or demand upon Franchisee and all of the undersigned, and no notice or demand need be made to or upon any or all of the undersigned. The cessation of or release from liability of Franchisee or any of the undersigned shall not relieve any other Guarantors from liability hereunder, under the Franchise Agreement, or under any other agreement(s) between Franchisor and Franchisee, except to the extent that the breach or default has been remedied or moneys owed have been paid.

Any waiver, extension of time or other indulgence granted by Franchisor or its agents, successors or assigns, with respect to the Franchise Agreement or any other agreement(s) by and between Franchisee and Franchisor, shall in no way modify or amend this Guaranty, which shall be continuing, absolute, unconditional and irrevocable.

It is understood and agreed by the undersigned that the provisions, covenants and conditions of this Guaranty shall inure to the benefit of the Franchisor, its successors and assigns. This Guaranty may be assigned by Franchisor voluntarily or by operation of law without reducing or modifying the liability of the undersigned hereunder.

Guarantors agree to pay all of Franchisor's reasonable attorneys' fees and costs incurred in any collection or attempt to collect amounts due or to enforce provisions of the Franchise Agreement or this Guaranty.

This Guaranty shall be governed by and construed in accordance with the laws of the State of Texas. Franchisor may enforce its rights regarding this Guaranty in any state or federal court in the judicial district where Franchisor has its principal place of business, to which venue and jurisdiction Guarantors hereby expressly consent and agree. Guarantors each irrevocably consent and submit to the jurisdiction and venue of such courts and agree to participate and be bound by the arbitration provisions of the Franchise Agreement.

Should any one (1) or more provisions of this Guaranty be determined to be illegal or unenforceable, all other provisions shall nevertheless be effective.

IN WITNESS WHEREOF, each of the undersigned has executed this Guaranty effective as of the date of the Franchise Agreement.

\_\_\_\_\_  
Guarantor's Signature

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

\_\_\_\_\_  
Guarantor's Signature

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

**EXHIBIT C**  
**SAMPLE GENERAL RELEASE**



## General Release Agreement

THIS AGREEMENT ("Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between AAAC Support Services, LLC, a Texas limited liability company having its principal place of business located at 8375 Hills Parkway, Montgomery, Texas 77316 (the "Franchisor"), and \_\_\_\_\_ residing at \_\_\_\_\_ ("Releasor"), and the parties, in exchange for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and in reliance upon the representations, warranties, and comments herein are listed below, do agree as follows:

1. **Release by Releasor:**

Releasor does for itself, its successors and assigns, hereby release and forever discharge generally the Franchisor and any affiliate, wholly owned or controlled corporation, subsidiary, successor or assign thereof and any shareholder, officer, director, employee, or agent of any of them, from any and all claims, demands, damages, injuries, agreements and contracts, indebtedness, accounts of every kind or nature, whether presently known or unknown, suspected or unsuspected, disclosed or undisclosed, actual or potential, which Releasor may now have, or may hereafter claim to have or to have acquired against them of whatever source or origin, arising out of or related to any and all transactions of any kind or character at any time prior to and including the date hereof, including generally any and all claims at law or in equity, those arising under the common law or state or federal statutes, rules or regulations such as, by way of example only, franchising, securities and anti-trust statutes, rules or regulations, in any way arising out of or connected with the Agreement, and further promises never from this day forward, directly or indirectly, to institute, prosecute, commence, join in, or generally attempt to assert or maintain any action thereon against the Franchisor, any affiliate, successor, assign, parent corporation, subsidiary, director, officer, shareholder, employee, agent, executor, administrator, estate, trustee or heir, in any court or tribunal of the United States of America, any state thereof, or any other jurisdiction for any matter or claim arising before execution of this Agreement. In the event Releasor breaches any of the promises covenants, or undertakings made by any act or omission, Releasor shall pay, by way of indemnification, all costs and expenses of the Franchisor caused by the act or omission, including reasonable attorneys' fees.

2. Releasor represents and warrants that no portion of any claim, right, demand, obligation, debt, guarantee, or cause of action released hereby has been assigned or transferred by Releasor party to any other party, firm or entity in any manner including, but not limited to, assignment or transfer by subrogation or by operation of law. In the event that any claim, demand or suit shall be made or institute against any released party because of any such purported assignment, transfer or subrogation, the assigning or transferring party agrees to indemnify and hold such released party free and harmless from and against any such claim, demand or suit, including reasonable costs and attorneys' fees incurred in connection therewith. It is further agreed that this indemnification and hold harmless agreement shall not require payment to such claimant as a condition precedent to recovery under this paragraph.

3. Each party acknowledges and warrants that his, her or its execution of this Agreement is free and voluntary.

4. Texas law shall govern the validity and interpretation of this Agreement, as well as the performance due thereunder. This Agreement is binding upon and inures to the benefit of the respective assigns, successors, heirs and legal representatives of the parties.

5. In the event that any action is filed to interpret any provision of this Agreement, or to enforce any of the terms thereof, the prevailing party shall be entitled to its reasonable attorneys' fees and costs, and said action must be filed in the State of Texas.

6. This Agreement may be signed in counterparts, each of which shall be binding against the party executing it and considered as the original.

IN WITNESS WHEREOF, the parties, intending to be legally bound hereby, have executed this agreement effective as of the date first above.

Witness:

\_\_\_\_\_

RELEASOR:

\_\_\_\_\_

Witness:

\_\_\_\_\_

AAAC Support Services, LLC

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

## EXHIBIT D

### LIST OF CURRENT FRANCHISEES

List of Current Franchisees Open and Operating (as of December 31, 2022):

| <b>Franchisee</b>         | <b>Territory</b>                           | <b>Business Number and E-Mail Address</b>             |
|---------------------------|--|---|
| Jim & Dawn Adams          | Mobile, Alabama and Pensacola, Florida     | 850-261-9878<br>Mobile@aaacwildliferemoval.com        |
| Joe Bruntz                | Phoenix, Arizona                           | 480-395-0515<br>Phoenix@aaacwildliferemoval.com       |
| Ron & Patti Chavez        | San Diego, California                      | 619-434-0202<br>SanDiego@aaacwildliferemoval.com      |
| Ron & Patti Chavez        | Southern California                        | 951-704-9684<br>SoCal@aaacwildliferemoval.com         |
| Dean Grose and Paul Holst | Central Mountains and Denver, Colorado     | 303-674-2738<br>CentralMtn@aaacwildliferemoval.com    |
| Alex Lauffenburger        | North Palm Beach (Treasure Coast), Florida | 407-900-4807<br>Treasurecoast@aaacwildliferemoval.com |
| Chris & Tammy Wirt        | Tampa, Florida                             | 813-563-9453<br>Tampa@aaacwildliferemoval.com         |
| Steve Arbuckle            | Kansas City, Kansas and Missouri           | 913-800-1485<br>KansasCity@aaacwildliferemoval.com    |
| Vince Cunningham          | Louisville, Kentucky                       | 502-883-6779<br>Louisville@aaacwildliferemoval.com    |
| Christie Steele           | Greensboro, North Carolina                 | 336-603-6050<br>Greensboro@aaacwildliferemoval.com    |
| Sean Earley               | Cincinnati, Ohio                           | 937-728-6491<br>Cincinnati@aaacwildliferemoval.com    |
| Travis Ross               | South Central Ohio                         | 740-771-4206<br>SCOhio@aallanimalcontrol.com          |
| Steve & Kim Arbuckle      | Tulsa, Oklahoma                            | 918-481-7041<br>Tulsa@aaacwildliferemoval.com         |
| Scott Earley              | Pittsburgh, Pennsylvania                   | 412-218-8005<br>Pittsburgh@aaacwildliferemoval.com    |

|                                   |                                   |   |
|-----------------------------------|-----------------------------------|---|
| Jesse & Megan Tenley              | Columbia, South Carolina          | 803-233-3355<br>Columbia@aaacwildliferemoval.com  |
| Vince Piyamanothamkul             | Nashville, Tennessee              | 615-208-9717<br>Nashville@aaacwildliferemoval.com   |
| Rich & Nick Hahn                  | Austin and Central Texas          | 512-686-3485; 254-771-2987<br>Austin@aaacwildliferemoval.com;<br>Centex@aaacwildliferemoval.com |
| Richard Lisenby                   | Baytown (Texas Gulf Coast), Texas | 409-554-7606<br>txgulfcoast@aacwildliferemoval.com  |
| Mark & Susan Griffin              | Collin County, Texas              | 972-542-1707<br>Collin@aaacwildliferemoval.com  |
| Christian Flores & Victoria Lopez | Dallas/Fort Worth, Texas          | 817-282-8727<br>FortWorth@aaacwildliferemoval.com   |
| Brian & Josie Moss                | North Houston, Texas              | 281-292-8866<br>NorthHouston@aaacwildliferemoval.com  |
| Jeremiah & Lacey Crampton         | San Antonio, Texas                | 210-776-6100<br>SanAntonio@aaacwildliferemoval.com  |
| Tim Stevens                       | Roanoke, Virginia                 | 540-815-7992<br>Roanoke@aaacwildliferemoval.com   |
| Brian Williams                    | Madison, Wisconsin                | 608-770-7600<br>Madison@aaacwildliferemoval.com;  |
| Sage Cameron Williams             | Milwaukee, Wisconsin              | 415-335-4289<br>Milwaukee@aaacwildliferemoval.com   |

List of Current Franchisees with Franchise Agreement Signed but Outlet Not Yet Open as of December 31, 2022:

NONE.

## EXHIBIT E

### LIST OF FORMER FRANCHISEES

The following former franchisees had an outlet terminated, cancelled, not renewed, or otherwise voluntarily or involuntarily ceased to do business under a Franchise Agreement during the most recently completed fiscal year, or have not communicated with us within 10 weeks of the issuance date of this Disclosure Document:

| <b>Former Franchisee</b> | <b>Last Known City/State</b> | <b>Last Known Business Number or E-Mail Address</b> |
|--------------------------|------------------------------|---|
| Kim Arbuckle*            | Overland Park, Kansas        | 918-830-2587  |
| Jessica Earley*          | Cincinnati, Ohio             | 937-728-6143  |

Note\*: These former franchise owners sold their interest to their partners.

If you buy this franchise, your contact information may be disclosed to other buyers when you leave the franchise system.

**EXHIBIT F**  
**FINANCIAL STATEMENTS**

FINANCIAL STATEMENTS  
AAAC SUPPORT SERVICES, LLC  
FOR THE YEAR ENDING DECEMBER 31, 2022

**AAAC SUPPORT SERVICES, LLC  
FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

**CONTENTS**

|   | <b><u>PAGE</u></b> |
|---|--------------------|
| <b>INDEPENDENT AUDITORS' REPORT</b>           | 1-2                |
| <b>FINANCIAL STATEMENTS:</b>                  |                    |
| Balance Sheet                                 | 3                  |
| Statement of Operations and Retained Earnings | 4                  |
| Statement of Cash Flows                       | 5                  |
| Notes to Financial Statements                 | 6-8                |





# ARIE A. TAYKAN & COMPANY, CPA's

ACCOUNTANTS & ADVISORS

210 N. University Drive, Suite 200  
Coral Springs, FL 33071-7339  
Tel: (954) 722-9250  
Fax: (954) 726-6715  
Email: [arie@taykancpa.com](mailto:arie@taykancpa.com)

## INDEPENDENT AUDITORS' REPORT

Stockholders  
AAAC Support Services, LLC  
Montgomery, Texas

We have audited the accompanying financial statements of AAAC Support Services, LLC, a Texas Corporation, which comprise of the balance sheet, as of December 31, 2022 and the related statements of operations and retained earnings and cash flows for the year then ended and the related notes to the financial statements.

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the balance sheet as of December 31, 2022, and the related statements of operations and retained earnings and cash flows for the year then ended and the related notes to the financial statements in accordance with accounting principles generally accepted in the United States of America.

*Aric G. Jaykan's Company, CPA*

Coral Springs, Florida  
April 24, 2023

AAAC SUPPORT SERVICES, LLC  
BALANCE SHEET  
DECEMBER 31, 2022

3

ASSETS

**CURRENT ASSETS:**

|                     |                |
|---------------------|----------------|
| Cash                | \$ 337,391     |
| Accounts receivable | <u>152,238</u> |

|                             |                |
|-----------------------------|----------------|
| <b>Total Current Assets</b> | <b>489,629</b> |
|-----------------------------|----------------|

**TRANSPORTATION EQUIPMENT, NET OF  
ACCUMULATED DEPRECIATION OF \$54,565**

-

**FRANCHISE COST, NET OF ACCUMULATED  
AMORTIZATION OF \$595,000**

|                |
|----------------|
| <u>425,000</u> |
|----------------|

|                          |
|--------------------------|
| <u><u>\$ 914,629</u></u> |
|--------------------------|

LIABILITIES AND STOCKHOLDERS' EQUITY

**CURRENT LIABILITIES:**

|                                       |                |
|---------------------------------------|----------------|
| Accounts payable and accrued expenses | \$ 27,184      |
| Current portion of long term loans    | <u>102,000</u> |

|                                  |                |
|----------------------------------|----------------|
| <b>Total Current Liabilities</b> | <b>129,184</b> |
|----------------------------------|----------------|

|  |               |
|--|---------------|
| <b>LOANS PAYABLE, NET OF CURRENT PORTION</b> | <b>25,500</b> |
|--|---------------|

**STOCKHOLDERS' EQUITY:**

|   |                |
|---|----------------|
| Common stock; 10,000 shares of \$1.00 par value,<br>authorized, 1,000 shares issued and outstanding | 1,000          |
| Additional paid-in-capital  | 235,792        |
| Retained earnings   | <u>523,153</u> |

|                |
|----------------|
| <u>759,945</u> |
|----------------|

|                          |
|--------------------------|
| <u><u>\$ 914,629</u></u> |
|--------------------------|

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THIS STATEMENT.

**AAAC SUPPORT SERVICES, LLC**  
**STATEMENT OF OPERATIONS AND RETAINED EARNINGS**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

4

**REVENUES:**

|                              |               |
|------------------------------|---------------|
| Royalties and franchise fees | \$ 696,886    |
| Technology                   | 54,400        |
| Other                        | <u>14,250</u> |
|                              | 765,536       |

**OPERATING EXPENSES:**

|                                     |                  |
|-------------------------------------|------------------|
| General and administrative expenses | \$ 187,893       |
| Officers' salary                    | 197,134          |
| Advertising                         | 127,134          |
| Amortization                        | 68,000           |
| Interest                            | <u>50</u>        |
|                                     | <u>(580,211)</u> |

|  |                          |
|--|--------------------------|
| <b>NET INCOME</b>                          | 185,325                  |
| <b>RETAINED EARNINGS-DECEMBER 31, 2021</b> | 345,578                  |
| <b>DIVIDEND PAID</b>                       | <u>(7,750)</u>           |
| <b>RETAINED EARNINGS-DECEMBER 31, 2022</b> | <u><u>\$ 523,153</u></u> |

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THIS STATEMENT.

**AAAC SUPPORT SERVICES, LLC**  
**STATEMENT OF CASH FLOWS**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

5

**OPERATING ACTIVITIES:**

|   |                 |
|---|-----------------|
| Net income  | \$ 185,325      |
| Adjustment to reconcile net income to             |                 |
| Net cash provided in operating activities:        |                 |
| Amortization                                      | 68,000          |
| Increase in accounts receivable                   | (42,117)        |
| Decrease in accounts payable and accrued expenses | <u>(24,105)</u> |
| <b>Net Cash Provided by Operating Activities</b>  | <u>187,103</u>  |

**INVESTING ACTIVITIES:**

-

**FINANCING ACTIVITIES:**

|  |                  |
|--|------------------|
| Pay down loans payable                       | (102,000)        |
| Dividend paid                                | <u>(7,750)</u>   |
| <b>Net Cash Used by Financing Activities</b> | <u>(109,750)</u> |

**INCREASE IN CASH**

77,353

**CASH AT DECEMBER 31, 2021**

260,038

**CASH AT DECEMBER 31, 2022**

\$ 337,391

THE ACCOMPANYING NOTES ARE AN INTEGRAL PART OF THIS STATEMENT.

**AAAC SUPPORT SERVICES, LLC  
NOTES TO FINANCIAL STATEMENTS  
FOR THE YEAR ENDED DECEMBER 31, 2022**

**A. ORGANIZATION AND BUSINESS**

AAAC Support Services, LLC (the “Company”) operates a business of selling franchises to independently owned companies in resolving wildlife conflict and providing organic pest control and handyman services in residential and commercial structures offering humane and environmentally conscious solutions to wildlife and pest control. The Company was incorporated in March 2014 as a Texas limited liability company.

**B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

Revenue Recognition

The Company grants franchises to private operations in exchange for an initial franchise fee and will receive royalties based on a franchisee’s revenue on a monthly basis.

In 2019 The Company adopted that franchise fees will be recorded accordance with ASC 606: Revenue from Contracts and Customers issued by the Financial Accounting Standard Board (FASB). Services provided by the Company under franchise agreements including but not limited to computer software and hardware and marketing. Royalties and marketing are based on revenue and will be recognized as income when earned and is deemed collectible.

The franchisees will incur their own costs with respect to rent and security deposits and any other direct or indirect costs.

Estimates and Assumptions

In preparing financial statements in conformity with generally accepted accounting principles, management makes estimates and assumptions that affect the reported amounts of assets and liabilities and disclosures of contingent assets and liabilities at the date of the financial statements, as well as the reported amounts of revenues and expenses during the reporting period. Actual results could differ from these estimates.

Accounts Receivables

The Company records bad debt whenever the account is deemed to be uncollectible. The Company considers its accounts receivable to be fully collectible. Accordingly, no allowance for doubtful accounts is required.

**AAAC SUPPORT SERVICES, LLC**  
**NOTES TO FINANCIAL STATEMENTS (continued)**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

**B. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONT'D)**

Depreciation and Amortization

The Company's transportation equipment is recorded at cost and depreciated using the straight-line method based upon the estimated useful life. The Company's franchise cost is amortized using the straight-line method over fifteen years.

Income taxes

The Company and its Stockholders have elected to be taxed under the provision of Subchapter S of the Internal Revenue Codes. Under those provisions the Company does not pay federal income taxes on its taxable income. Instead, the stockholders are liable for federal income taxes on their respective shares of the Company's net income.

**C. TRANSPORTATION EQUIPMENT**

Transportation equipment consist of the following:

|                               |                 |
|-------------------------------|-----------------|
| Vehicle                       | \$ 54,565       |
| Less accumulated depreciation | <u>(54,565)</u> |
|                               | <u>\$ 0</u>     |

**D. FRANCHISE COST**

Franchise cost consists of the following:

|                          |                   |
|--------------------------|-------------------|
| Franchise cost           | \$ 1,020,000      |
| Accumulated amortization | <u>(527,000)</u>  |
|                          | <u>\$ 493,000</u> |

Amortization expense for 2022 was \$68,000.

**AAAC SUPPORT SERVICES, LLC**  
**NOTES TO FINANCIAL STATEMENTS (continued)**  
**FOR THE YEAR ENDED DECEMBER 31, 2022**

**E. LONG-TERM DEBT**

Long-term debt at December 31, 2022 consists of the following:

The Company purchased the equipment, franchise agreements, customer list, tradename, and goodwill on April 1, 2017 for the agreed upon price of \$1,020,000. The purchase was secured by a promissory note between the seller and the Company. The terms of the note call for 120 monthly payments of \$8,500, at a 0% interest rate, with a commencement date of April 1, 2014 and a maturity date of March 31, 2024.

|                       |                  |
|-----------------------|------------------|
|                       | \$ 127,500       |
| Less: Current portion | <u>(102,000)</u> |
|                       | <u>\$ 25,500</u> |



**EXHIBIT G**

**OPERATIONS MANUAL TABLE OF CONTENTS**

## **A All Animal Control**

### **Franchise Operations Manual**

#### **Table of Contents**

**Items in red to be completed ASAP for new offices.**

#### **I. Introduction (INTR)**

- 1. Welcoming Letter from Chief Executive Officer** Rev.: 12/09/10
- 2. Introduction to Manual** Rev.: 07/21/11
  - a. Creating or Updating Policies and Procedures** Rev.: 07/21/11
- 3. Biographical Information on Franchisor's Key Personnel** Rev.: 12/15/11
- 4. Mission Statement** Rev.: 01/02/08
- 5. Company Story** Rev.: 08/25/10
- 6. Company Slogan** Rev.: 02/02/00
- 7. Training Program** Rev.: 09/27/11
- 8. Strategic Vision 2006** Rev.: 11/21/06
- 9. Strategic Vision 2007** Rev.: 03/16/07
- 10. Strategic Vision 2008** Rev.: 10/03/07
- 11. Strategic Vision 2009** Rev.: 12/03/08
- 12. Strategic Vision 2010** Rev.: 02/09/10
- 13. Strategic Vision 2011** Rev.: 12/10/10

#### **II. Pre-Opening Requirements (PREO)**

- 1. Checklist of All Necessary Permits and Licenses** Rev.: 07/21/11
  - a. Corporate Structuring, Tax Licenses** Rev.: 03/10/05
- 2. Checklist of Supplies Provided by Franchisee – Full Time and Part Time** Rev.: 07/21/11
- 3. Checklist of Supplies Provided by Franchisor – Full Time** Rev.: 08/22/11
  - a. Checklist of Office Supplies/Equipment Required by Franchisee** Rev.: 10/10/11
- 4. Checklist of Supplies Provided by Franchisor – Part Time** Rev.: 07/28/11
  - a. Checklist of Supplies Provided by Franchisor – Micro** Rev.: 07/28/11
  - b. Checklist of Supplies Provided by Franchisor – Conversion** Rev.: 08/02/11
- 5. Office Communications Set Up** Rev.: 05/24/11
  - a. Additional Telephone Services** Rev.: 08/13/02
  - b. Setting Up Your Email Account** Rev.: 01/20/11
- 6. Pricing Your Services** Rev.: 08/02/11
  - a. Price List** Rev.: 01/10/2012
- 7. Vehicle Set Up** Rev.: 1/31/12
- 8. Uniforms and Dress Code** Rev.: 07/26/05
- 9. Insurance & Bonding** Rev.: 08/02/11
- 10. Grand Opening Procedures** Rev.: 08/02/11
  - a. Grand Opening Pre-Marketing** Rev.: 08/02/11
- 11. Contractor Registration Information** Rev.: 08/02/11

- a. **Building Codes & Permits** Rev.: 07/21/10
- 12. Accounting Set-up** Rev.: 03/01/11
- 13. Nuisance Wildlife Regulatory Licensing Agency Listing** Rev.: 08/02/11
- 14. BATF Requirements for Explosive Pest Control Devices** Rev.: 10/19/11

### **III. Office Procedures (OFFI)**

- 1. Daily Operational Procedures** Rev.: 01/16/06
  - a. **New Job Checklist** Rev.: 04/26/05
  - b. **New Client Information – Field** Rev.: 04/26/05
- 2. Products and Services to Be Sold** Rev.: 07/25/05
  - a. **Approved Vendors** Rev.: 05/06/11
- 3. Warranty Statement** Rev.: 08/02/11
  - a. **Warranty Statement for Clients** Rev.: 09/09/05
  - b. **Extended Warranty** Rev.: 07/30/08
- 4. Code of Ethics** Rev.: 07/14/01
- 5. Business Etiquette** Rev.: 02/02/00
- 6. Telephone Greeting** Rev.: 10/08/10
- 7. Welcome Packet** Rev.: 03/03/05
- 8. Record Keeping** Rev.: 10/22/04
- 9. Amendments to Operation Procedures** Rev.: 08/03/11
- 10. Local Resources** Rev.: 07/31/01
  - a. **Request for Vendor Information** Rev.: 01/28/99
- 11. Structural Pest Control Systems** Rev.: 11/10/2011
  - a. **Quick Start Guide** Rev.: 08/25/05
  - b. **Adding Appointment to The Weekly Schedule** Rev.: 08/25/05
  - c. **Methods For Mass Mailings** Rev.: 08/25/05
  - d. **Accounts Receivables Reports** Rev.: 08/25/05
  - e. **Sales Reports** Rev.: 08/25/05
  - f. **Income Reports** Rev.: 08/25/05
  - g. **How to Handle a Write Off/Bad Debt** Rev.: 08/25/05
  - h. **Emailing from SPCS** Rev.: 08/25/05
  - i. **Handheld Devices** Rev.: 08/25/05
- 12. Time & Money Saving Techniques** Rev.: 08/03/11
- 13. Collection Procedures** Rev.: 09/13/11
  - a. **Late Notice Sample Letter** Rev.: 06/24/02
  - b. **Final Late Notice Sample Letter** Rev.: 06/24/02
- 14. Franchise Business Building Tips** Rev.: 09/02/08
  - a. **Strengths and Weaknesses** Rev.: 03/14/06
  - b. **Profit Centers** Rev.: 08/04/11
  - c. **Financial Business Model – Home Based Business** Rev.: 03/30/10
  - d. **Coopetition** Rev.: 02/14/11
- 15. Credit & Debit Card Payments** Rev.: 08/04/11
- 16. Appointment Reminders** Rev.: 08/04/11
  - a. **Cage Check Reminders** Rev.: 02/15/07
- 17. Corporate Colors – Communications** Rev.: 08/04/11

- 18. Governmental Competition** Rev.: 08/04/11
- 19. Invoicing, Proposals and Letters to Clients via the Internet** Rev.: 01/24/06
- 20. United States Postal Service** Rev.: 02/23/05
- 21. Preparations For Business Interruption** Rev.: 09/16/08
- 22. Lines of Credit - Improved Cash Flow During Slower Months**  
Rev.:12/10/08
- 23. Transitioning Your Business** Rev.: 10/25/11

#### **IV. Client Service (CLIENT)**

- 1. Client Service Policy** Rev.: 04/28/10
- 2. Client Complaint Procedures** Rev.: 11/09/01
- 3. Property Damage Procedures** Rev.: 02/02/00

#### **V. Marketing and Advertising (MARK)**

##### **Marketing Plan Insert** Rev.: 08/04/11

- 1. Yellow Pages – White Pages** Rev.: 08/05/11
  - a. Reposition The Competition** Rev.: 09/21/05
  - b. Leverage the Yellow Pages** Rev.: 11/15/05
  - c. Yellow Pages Advertising Agency** Rev.: 04/27/11
- 2. Direct Mail** Rev.: 08/04/11
  - a. Marketing Plan Schedule** Rev.: 08/09/05
  - b. How To Do Successful Direct Mail** Rev.: 08/09/05
  - c. Direct Mail to Specific Clientele** Rev.: 10/28/06
  - d. Mail Merge** Rev.: 08/04/11
- 3. Referrals** Rev.: 08/04/11
  - a. Referral Thank You Letter** Rev.: 08/25/05
  - b. Referral Request - \$2 incentive** Rev.: 08/04/11
  - c. Chimney Sweep Referrals** Rev.: 08/04/11
  - d. Pest Control Referrals** Rev.: 08/04/11
  - e. Referral Thank You's Sent Checklist** Rev.: 08/25/05
  - f. Thank You After The Sale & Referral Request ( include with each invoice you send )** Rev.: 08/04/11
  - g. Thank You After Cancellation** Rev.: 09/21/05
- 4. Associations** Rev.: 10/11/06
- 5. Presentations** Rev.: 03/03/05
- 6. Trade Shows** Rev.: 02/04/09
  - a. Trade Show Checklist** Rev.: 08/04/11
- 7. Testimonials** Rev.: 09/05/07
  - a. Testimonial Form** Rev.: 08/04/11
- 8. Informational Voicemail** Rev.: 03/03/05
- 9. Jumpstart Marketing Program** Rev.: 08/04/11
- 10. Referral Sources and Clients** Rev.: 06/05/07
- 11. Radio/TV Cable** Rev.: 08/04/11
- 12. Flyers and Promotional Items/Ideas** Rev.: 08/04/11
- 13. Information Gathering for Marketing** Rev.: 03/16/06
- 14. Marketing On the Road** Rev.: 01/07/02
- 15. Internet Marketing** Rev.: 03/11/11

- a. Internet Business Listing** Rev.: 06/24/10
- 16. **Be THE Expert** Rev.: 01/11/02
- 17. **How To Differentiate YOU from the Crowd** Rev.: 08/04/11
- 18. **Vehicle Marketing** Rev.: 12/04/09
- 19. **Competition** Rev.: 02/25/02
- 20. **Market on Everything** Rev.: 07/26/05
- 21. **Business Strategies** Rev.: 05/16/02
  - a. **What is your niche market?** Rev.: 07/16/02
  - b. **Strategic Marketing** Rev.: 08/04/11
  - c. **Marketing In Tough Times** Rev.: 07/30/08
  - d. **Preparation for Slowdown** Rev.: 08/05/11
  - e. **Commercial/Industrial** Rev.: 09/12/11
- 22. **Creating an Incredible Bond with your Clients** Rev.: 05/19/06
- 23. **Local, State and Federal Government Clients** Rev.: 04/07/11
- 24. **Automated Marketing** Rev.: 08/05/11
- 25. **Holidays** Rev.: 11/08/11
- 26. **Coupons** Rev.: 08/05/11
- 27. **FREE Estimates and Inspections** Rev.: 08/05/11
- 28. **Previous Clients** Rev.: 07/26/05
- 29. **3 Step Blitz** Rev.: 04/01/03
- 30. **Monthly Newsletters** Rev.: 12/09/08
- 31. **Removing the Barriers to Business** Rev.: 07/15/03
- 32. **Newspaper Ads – Press Releases – Article Story** Rev.: 08/24/09
  - a. Writing Articles and Obtaining Press** Rev.: 04/21/06
- 33. **Guaranteed On Time Appointments** Rev.: 11/28/03
- 34. **Adopt A Street, Highway or Stream** Rev.: 02/02/04
- 35. **Positioning** Rev.: 03/19/04
- 36. **Timing** Rev.: 06/23/04
- 37. **Marketing to Women** Rev.: 01/18/05
- 38. **Yard Signs & Sandwich Boards** Rev.: 03/20/06
- 39. **Additional Phone Lines** Rev.: 03/10/05
- 40. **BBB & Chamber of Commerce** Rev.: 05/06/05
- 41. **Animal Shelter Partnership Program** Rev.: 08/05/11
- 42. **E-Mail Marketing** Rev.: 09/26/05
  - a. **CAN-SPAM Act** Rev.: 04/01/04
  - b. **Constant Contact** Rev.: 09/01/06
- 43. **Insurance Claims** Rev.: 08/05/11
- 44. **Vehicle Card Pockets** Rev.: 01/30/06
- 45. **Reviving Old Relationships** Rev.: 08/05/11
- 46. **Stop The Truck** Rev.: 07/27/05
- 47. **Bat Conservation International** Rev.: 12/7/11
- 48. **Out of State Competition & Contractors** Rev.: 01/10/06
- 49. **Warranty Extensions** Rev.: 11/21/06
- 50. **Professional Marketing Materials** Rev.: 01/17/06
- 51. **Special Phone Number** Rev.: 11/03/09
- 52. **Out of Business Competitors** Rev.: 03/01/06

53. **Certifications** Rev.: 09/22/08
54. **Sub-Contracting from PCO's, Environment Companies and More**  
Rev.: 05/08/06
55. **"WildControl"** Rev.: 07/06/06
56. **Your Client List Gold Mine** Rev.: 07/06/06
57. **Media Kit** Rev.: 07/11/06
58. **Talking Truck** Rev.: 07/21/06
59. **ChipIn** Rev.: 08/21/06
60. **Project Firestorm** Rev.: 10/04/06
61. **Cross Promoting Your Services** Rev.: 10/12/06
62. **Family and Friends** Rev.: 10/25/06
63. **Over The Hedge!** Rev.: 10/26/06
64. **This is Your Block** Rev.: 11/09/06
65. **V-Card** Rev.: 11/09/06
66. **Certified Wildlife Habitat** Rev.: 12/20/06
67. **Postcard Marketing** Rev.: 09/05/07
68. **E-Mail Auto Responders** Rev.: 01/11/07
69. **E-Zine Marketing** Rev.: 01/29/07
70. **Mass Mailing** Rev.: 02/07/07
71. **Nuisance Wildlife Pros Blog** Rev.: 02/16/07
72. **Franchise Owners Websites** Rev.: 02/20/07
73. **Before and After Presentations** Rev.: 04/16/07
74. **Wildlife Services National Rabies Monitoring Program** Rev.: 04/18/07
75. **Grant Programs** Rev.: 09/02/10
76. **E-Mail Signature** Rev.: 06/02/07
77. **Human & Wildlife Tragic Events** Rev.: 06/04/07
78. **New Businesses** Rev.: 06/11/07
79. **So They Said No, OK!** Rev.: 07/18/07
80. **FREE Podcasts** Rev.: 01/02/08
81. **Fusion Marketing Partners** Rev.: 08/13/07
82. **Wildlife Story Contest** Rev.: 08/21/07
83. **Building Inbound Links To Your Webpage** Rev.: 10/22/07
84. **Green Marketing** Rev.: 10/22/07
85. **Affiliate Program** Rev.: 11/24/07
86. **YourStamps.com** Rev.: 11/24/07
87. **SoundPix** Rev.: 12/04/07
88. **Urban Wildlife Seminar** Rev.: 01/24/08
89. **You Are Not Going To Believe This** Rev.: 02/12/08
90. **Total Wildlife Control System** Rev.: 08/05/11
91. **Video Email** Rev.: 02/21/08
92. **Slow Economy = Great Opportunity** Rev.: 04/09/08
93. **Make Them Feel Good** Rev.: 04/09/08
94. **Marketing is Everything** Rev.: 04/21/08
95. **Webinars** Rev.: 05/12/08
96. **Wanted Posters** Rev.: 05/28/08
97. **Emotional Connection** Rev.: 06/10/08
98. **Racing Program** Rev.: 08/05/11

- 99. **Domains** Rev.: 09/17/08
- 100. **Your Brand** Rev.: 07/28/08
- 101. **Certified Wildlife Inspections** Rev.: 09/03/08
- 102. **Google Alerts** Rev.: 10/15/08
- 103. **Veteran Business Opportunities** Rev.: 08/05/11
- 104. **Relationship Marketing** Rev.: 10/28/09
- 105. **Operation D.N.R. Appreciation** Rev.: 06/22/09
- 106. **Foreclosure Opportunities** Rev.: 06/24/09
- 107. **Church Conferences** Rev.: 10/13/09
- 108. **Centralized Online Communities** Rev.: 11/03/09
- 109. **S.W.O.T.** Rev.: 12/14/09
- 110. **Low Priced Competition** Rev.: 08/05/11
- 111. **Battle Plan For New Competition Arrival** Rev.: 12/29/09
- 112. **Social Media** Rev.: 06/24/10
- 113. **Mole Marketing** Rev.: 10/07/10
- 114. **Census Updates** Rev.: 03/24/11
- 115. **How to Blow Away Your Competition** Rev.: 07/08/11
- 116. **Business Card Coin** Rev.: 07/28/11
- 117. **Unfair Business Practices and Competition** Rev.: 09/20/11
- 118. **QR Codes** Rev.: 11/15/11
- 119. **Five a Day** Rev.: 12/15/2011

## VI. Sales (SALE)

- 1. **Sales Scripts** Rev.: 08/08/11
  - a. **Question Format Sales Script** Rev.: 01/24/02
  - b. **Animal in Fireplace** Rev.: 01/24/02
  - c. **Email Quote** Rev.: 08/08/11
- 2. **Introductory Packet for Property Managers** Rev.: 03/03/05
- 3. **Questions To Ask Before Hiring a Wildlife Service** Rev.: 01/24/02
- 4. **Upselling to Your Clients** Rev.: 10/13/09
- 5. **Sales Objections** Rev.: 08/08/11
- 6. **Power Proposals** Rev.: 02/15/10
- 7. **Closing the Sale** Rev.: 08/11/06
- 8. **Ways to Grow Your Business** Rev.: 11/14/02
- 9. **One Rate Pricing** Rev.: 08/08/11
- 10. **Selling With a Smile In Your Voice** Rev.: 02/10/03
- 11. **Payment Plans** Rev.: 03/14/02
- 12. **Raise Your Prices** Rev.: 03/26/03
- 13. **Competitive Pricing Strategies For Larger Projects** Rev.: 08/08/11
- 14. **Travel to Distant Projects** Rev.: 01/02/08
  - a. **Drive Time Zone** Rev.: 03/16/07
- 15. **Follow Up** Rev.: 09/28/07
- 16. **Sales Goals** Rev.: 07/29/04
- 17. **Monthly Income Generators** Rev.: 09/07/10

18. **Forward Scheduling** Rev.: 02/08/11
19. **Service Plans** Rev.: 02/07/05
20. **Promo Items** Rev.: 11/10/11
21. **Leading The Sale** Rev.: 08/08/11
22. **Caller ID** Rev.: 06/16/05
23. **The Word Need** Rev.: 07/11/05
24. **Sales Presentation Book** Rev.: 08/08/11
25. **Potential Sales Reminder Program** Rev.: 08/09/05
26. **Book it NOW!** Rev.: 09/06/05
27. **Pets & Kids** Rev.: 01/10/06
28. **Be a Fun Business to do Business With** Rev.: 02/24/06
29. **Closing Tools** Rev.: 02/24/06
30. **There's Money in That Attic!** Rev.: 05/19/06
31. **Financing the Sale** Rev.: 05/19/06
32. **Remote Sales** Rev.: 09/01/06
33. **Repair Sales During Capture Process** Rev.: 01/02/07
34. **Video Inspections** Rev.: 04/15/07
35. **Discounts** Rev.: 08/30/10
36. **Pricing Strategies For Rural Area** Rev.: 01/14/08
37. **Adding Value to The Sale** Rev.: 08/08/11
38. **Speed** Rev.: 04/02/08
39. **HEART** Rev.: 04/29/08
40. **Sales Tips for a Tough Economy** Rev.: 12/26/08
41. **The Platinum Rule** Rev.: 08/08/11
42. **Guaranteed Pricing** Rev.: 08/08/11
43. **Seven Critical Qualifying Questions** Rev.: 07/14/09
44. **Diseases From Wildlife** Rev.: 07/28/09
45. **SkyDrive – Free Online File Sharing Service** Rev.: 10/01/09
46. **Selling Reality** Rev.: 09/30/09
47. **Recurring Revenue Model** Rev.: 02/08/11
48. **Gas Gift Cards** Rev.: 04/29/11

## VII. **Bookkeeping and Accounting Methods (BOOK)**

1. **Establishing Record Keeping Policies and Procedures** Rev.: 08/08/11
2. **An Overview of Controls and Reporting** Rev.: 03/07/00
3. **The Revenue Process** Rev.: 01/24/06
  - a. **Late Notice** Rev.: 09/09/05
  - b. **Final Late Notice** Rev.: 09/09/05
  - c. **Client Delinquency Activity Chart** Rev.: 09/09/05
4. **The Expenditure Process** Rev.: 11/07/05
5. **The Reporting Process** Rev.: 12/27/05
  - a. **Monthly Franchise Royalty Report** Rev.: 03/04/11
6. **PCO Bookkeepers** Rev.: 06/24/10
7. **Profit Margins** Rev.: 04/18/11



## VIII. Field Service Procedures (FIEL)

**Supplement – Parasite and Waste Cleaning Follow Up Sales** Rev.: 08/08/11

**Supplement – a. Cage Baiting Techniques, Anchoring and Protecting the Area under Cages** Rev.: 11/15/06

**Supplement – b. Welcome Sequence** Rev.: 09/01/06

1. **Prompt Service Rules** Rev.: 02/07/00
2. **Inspection** Rev.: 08/08/11
  - a. **67-Point Inspection** Rev.: 08/08/11
  - b. **Inspection Reference Materials** Rev.: 08/22/08
  - c. **Inspection Equipment** Rev.: 08/08/11
  - d. **Bird Sanctuary** Rev.: 04/11/06
3. **Trapping/Exclusion/Removal – No page for this subject**
  - a. **Squirrels** Rev.: 12/28/09
  - b. **Raccoons** Rev.: 12/28/09
    - b.1 **Raccoon Eviction System** Rev.: 09/07/11
  - c. **Skunks** Rev.: 12/28/09
  - d. **Feral Cats** Rev.: 12/27/05
  - e. **Pigeons** Rev.: 12/28/09
  - f. **Woodpeckers** Rev.: 01/01/11
  - g. **Snakes** Rev.: 06/13/11
  - h. **Birds** Rev.: 12/27/05
  - i. **Bat Exclusion and Removal Procedures** Rev.: 08/08/11
  - j. **Moles** Rev.: 1/31/2012
  - k. **Woodchucks** Rev.: 12/28/09
  - l. **Goose Control** Rev.: 08/08/11
  - m. **Rabbits** Rev.: 03/14/06
  - n. **Deer** Rev.: 11/13/08 – Also See Deer Folder in Sales Folder on CDROM
4. **Live Captures (non-trapping) and Dead Animal Removal** Rev.: 08/08/11
5. **Raccoon in Chimney** Rev.: 02/07/00
  - a. **Raccoon Removal Client Instruction Sheet** Rev.: 11/09/01
6. **Rodent Proofing and Control** Rev.: 06/26/09
7. **Snake Proofing a House** Rev.: 06/06/07
8. **Pigeon Quotes** Rev.: 04/06/10
  - a. **Bird-Flite Quote** Rev.: 08/08/11
  - b. **StealthNet Quote** Rev.: 08/08/11
9. **Repair Procedures** Rev.: 08/09/11
  - a. **Winterize/Summerize Sealing Plan** Rev.: 12/12/11
  - b. **Energy Star Home Sealing Guide** Rev.: 11/00/04
10. **Euthanasia Chamber** Rev.: 02/07/00
11. **Carcass Disposal** Rev.: 12/27/05
12. **Care and Handling of Wildlife** Rev.: 12/27/05
13. **Organizing Your Route** Rev.: 12/27/05
  - a. **Going Mobile With Your Office** Rev.: 10/09/06
14. **Basic Biology and Behavior of Common Wildlife Species** Rev.: 07/16/02
15. **Wildlife Diseases and Worker Protection** Rev.: 06/27/08

16. **Important Diseases** Rev.: 05/29/07
  - Supplement A – Attic Waste Removal, Sterilization, Disposal and Re-insulations** Rev.: 11/28/2011
  - Supplement B Animal Waste Testing** Rev.: 02/11/08
    - a. **Waste Remediation** Rev.: 09/10/05
    - b. **Waste Remediation Plan** Rev.: 01/20/05
    - c. **Waste Remediation Proposal** Rev.: 07/24/09
    - d. **Waste Remediation Fact Sheet** Rev.: 01/20/05
    - e. **Waste Remediation Chemicals** Rev.: 12/26/08
    - f. **Reclamation** Rev.: 01/21/11
17. **Animal Bite Procedures** Rev.: 02/07/00
18. **Vehicle Maintenance Guidelines** Rev.: 07/14/01
  - a. **Vehicle Mileage Report** Rev.: 09/21/05
  - b. **Vehicle Preventive Maintenance Report** Rev.: 09/21/05
  - c. **Vehicle Service Report** Rev.: 08/23/05
  - d. **Vehicle Accident Report** Rev.: 01/07/99
  - e. **Fuel Saving Tips** Rev.: 06/26/11
  - f. **Fuel Economy Guide** Rev.: 05/24/10
  - g. **Fuel Mileage Savings Testing** Rev.: 11/01/05
  - h. **Fuel and Down Time Savings Program** Rev.: 07/27/07
  - i. **Vehicle Management Software** Rev.: 12/27/05
19. **Wildlife Relocation** Rev.: 02/10/00
  - a. **Wildlife Relocation Agreement** Rev.: 09/21/05
20. **Winter Ops – Summer Ops** Rev.: 12/17/07
21. **Wowing Your Clients** Rev.: 01/21/02
22. **Surveillance Equipment** Rev.: 11/10/2011
23. **Removing a Bird from a Store** Rev.: 04/21/06
24. **Strange Noises** Rev.: 04/03/08
25. **Positive Control Methods** Rev.: 12/28/09
  - a. **Non-Target Catches** Rev.: 03/15/07
26. **How to Tell if a Client is Ripping You Off** Rev.: 05/24/05
27. **Dryer, Bath and Other Vent Cleaning** Rev.: 08/09/05
28. **Humane Alternative Methods** Rev.: 07/26/05
29. **Animal Re-infestations in Attics/Crawlspaces** Rev.: 08/03/07
30. **Weather, Food Supply, Disease & Range Expansion Effects on Wildlife Control** Rev.: 02/05/08
31. **Annual Wildlife Season Information** Rev.: 02/05/08
32. **Preparation for Spring and Fall** Rev.: 08/18/10
33. **Animal Cruelty Prevention Tips** Rev.: 07/14/08
  - a. **Protecting Yourself from the Game Warden, Animal Control and the Police and other Law Enforcement Agencies** Rev.: 02/05/09
34. **Coon Dolly** Rev.: 01/21/11

## **IX. Personnel Management (PERS)**

1. **Job Description** Rev.: 01/03/11
2. **Job Advertisement and Recruiting** Rev.: 12/10/09
3. **Hiring Procedures** Rev.: 12/27/05
  - a. **Applicant Questionnaire** Rev.: 12/27/05
  - b. **Applicant Ride Along Ratings** Rev.: 12/27/05
  - c. **New Hire Questionnaire 2** Rev.: 12/27/05
  - d. **New Employee Packet - Cover Sheet** Rev.: 12/27/05
  - e. **Employee Personal Information** Rev.: 12/27/05
  - f. **Non-Compete Agreement** Rev.: 12/27/05
  - g. **Confidentiality Agreement** Rev.: 12/27/05
  - h. **Time Sheet** Rev.: 12/27/05
  - i. **OSHA Respirator Medical Evaluation Questionnaire** Rev.: 12/27/05
4. **Company Policies and Employee Guidelines** Rev.: 12/27/05
  - a. **Employee Acceptance of Company Policies** Rev.: 12/27/05
  - b. **Employee Review Report** Rev.: 12/27/05
  - c. **Employee Verification of Safety Training** Rev.: 12/27/05
  - d. **Accident Investigation** Rev.: 12/27/05
5. **Company Disciplinary Policy** Rev.: 12/27/05
6. **Employment Termination Procedures** Rev.: 12/27/05
  - a. **Employee History and Separation Record** Rev.: 12/27/05
  - b. **Employee Out Processing Checklist** Rev.: 12/27/05
7. **AAAC Certified Wildlife Professional Program** Rev.: 07/11/11
  - a. **Wildpests University** Rev.: 07/27/05
  - b. **Carpentry** Rev.: 07/27/05
  - c. **Masonry** Rev.: 07/27/05
  - d. **Sheetmetal** Rev.: 07/27/05
  - e. **Roofing** Rev.: 07/27/05
  - f. **Pest Control** Rev.: 07/27/05
  - g. **Certified Mole Removal Specialist** Rev.: 07/06/06
  - h. **Certified Marksman Program** Rev.: 06/13/06
  - i. **Humane Certified Professional** Rev.: 07/20/07
  - j. **Certified National Master Naturalist** Rev.: 07/20/07
8. **Workers Compensation Insurance** Rev.: 12/27/05
9. **Equal Employment Opportunity** Rev.: 12/27/05
  - a. **Equal Employment Opportunity Poster** Rev.: 08/19/04
10. **Health Insurance** Rev.: 08/08/11
11. **Sales Rewards Program** Rev.: 09/02/08
12. **Sales Club Program – in progress and not complete**
13. **Mentor Program** Rev.: 08/25/05
14. **Approved Training Programs** Rev.: 06/07/07
15. **Online Training Program** Rev.: 07/15/10
16. **Internship Program** Rev.: 03/28/11

**X. Special Services (SPEC)**

1. **Prairie Dog Extermination** Rev.: 02/09/00

- a. **Prairie Dog Quote** Rev.: 08/09/11
  - b. **Minimizing Risk to Non-Targets** Rev.: 02/05/02
  - c. **Prairie Dog Town Inspection for Non-Target Species** Rev.: 09/21/05
- 2. **Prairie Dog Fence Construction** Rev.: 02/09/00
  - a. **Prairie Dog and Fence Quote** Rev.: 08/09/11
- 3. **Insect and Rodent Control** Rev.: 10/13/10
- 4. **Avitrol and Pigeons** Rev.: 02/08/00
  - a. **Avitrol Quote** Rev.: 08/09/11
- 5. **Add on Services** Rev.: 01/21/10
  - a. **Gutter Guards** Rev.: 11/28/07
  - b. **Park Smart Garage Door Seal** Rev.: 07/24/06
- 6. **Additional Revenue Sources** Rev.: 03/09/04
- 7. **Odor Control** Rev.: 12/26/08
  - a. **Odor Control Equipment** Rev.: 04/01/04
  - b. **Odor Control Business Strategies** Rev.: 03/23/05
- 8. **Deceased Pet Pick Up** Rev.: 01/02/06
- 9. **Wildlife Inspection Clearance Letter** Rev.: 01/16/06
- 10. **Wildlife Consulting** Rev.: 04/30/06
  - a. **Wildlife Consulting Equipment** Rev.: 04/30/06
- 11. **Fish Pond Management** Rev.: 05/08/06
- 12. **Invasive Species** Rev.: 06/06/06
- 13. **Game Stocking** Rev.: 11/28/06
- 14. **Falconry Services** Rev.: 11/20/06
- 15. **Wildscape Maintenance** Rev.: 09/13/07

## XI. **Safety (SAFE)**

- 1. **Safety Policy Announcement** Rev.: 12/23/09
  - a. **Acknowledgement of Safety Announcement** Rev.: 12/27/05
  - b. **Fall Protection and Lift Equipment Safety** Rev.: 1/18/2012
  - c. **Sample Fall Protection Plan** Rev.: 10/11/05
  - d. **Fall Protection in Construction** Rev.: 00/00/98
- 2. **Safety Tips** Rev.: 06/26/11
- 3. **Safety Meetings** Rev.: 09/21/05
  - a. **Safety Meeting Form** Rev.: 01/18/99
  - b. **Safety Rule Violation** Rev.: 12/27/05
- 4. **Respirators and Filters** Rev.: 02/21/05
- 5. **Histoplasmosis: Protecting Workers at Risk** Rev.: 12/00/04
- 6. **Hazcom Program Explanation** Rev.: 00/00/00
- 7. **Hazcom Chemical Explanation** Rev.: 00/00/98
- 8. **NIOSH Respirator Selection Logic 2004** Rev.: 10/00/04
- 9. **Small Entity Compliance Guide for Respirators** Rev.: 09/30/98
- 10. **Working Smart With Fiber Glass, Rock Wool and Slag Wool Products**  
Rev.: 10/00/03
- 11. **Hantavirus Report and Protection** Rev.: 07/26/02
- 12. **Rodent Trapping and Hantavirus** Rev.: 02/09/05

**EXHIBIT H**  
**PROMISSORY NOTE**

**PROMISSORY NOTE**

\$ \_\_\_\_\_  
Amount  
Montgomery, Texas

\_\_\_\_\_  
Date

**FOR VALUE RECEIVED**, the undersigned, \_\_\_\_\_,  
jointly and severally if more than one (collectively, the "Maker"), unconditionally promises to pay to the order of **AAAC SUPPORT SERVICES, LLC** ("Lender"), a Texas limited liability company with its principal office located at 8375 Hills Parkway, Montgomery, Texas 77316, or at such other place as may be designated in writing by Lender, the principal sum of \_\_\_\_\_ **AND 00/100 DOLLARS (\$\_\_\_\_,000.00)**, plus interest from the date hereof at an annual rate of \_\_\_\_\_ percent (\_\_\_\_%), payable as follows:

1. The payment on this Promissory Note ("Note") shall be made to Lender by Electronic Funds Transfer from Maker's designated bank account. Payment shall be made in U.S. Dollars.

2. Beginning on \_\_\_\_\_, 20\_\_\_\_, and on the first day of each calendar month thereafter, through and including \_\_\_\_\_, 20\_\_\_\_ (the "Maturity Date"), Maker shall make \_\_\_\_\_ number of monthly payments of principal and interest on the outstanding principal balance hereof at the interest rate set forth above, in the amount of \$ \_\_\_\_\_ per month, or as set forth in the attached payment schedule. The outstanding principal amount hereof, together with all accrued but unpaid interest, shall be due and payable in full on the Maturity Date. All payments made hereunder will first be applied to accrued and unpaid interest and then to the unpaid principal balance. All payments due hereunder shall be made by Maker on the dates set forth above without a payment and/or interest statement. Lender's failure to provide Maker with a payment and/or interest statement shall in no way affect or limit Maker's obligations to pay such amounts in accordance with the terms and conditions set forth herein.

3. The Maker may prepay part or the entire principal amount plus interest then accrued thereon at any time without notice or penalty.

4. The occurrence of any one of the following events shall constitute an event of default hereunder ("Event of Default"): (a) if the Maker fails to make any payments of principal or interest on this Note when due and payable as provided in Section 1 of this Note; (b) if the Maker materially breaches the Franchise Agreement between the Maker and Lender dated \_\_\_\_\_, 20\_\_\_\_ (the "Franchise Agreement"); (c) the Franchise Agreement is terminated for any reason; or (d) the filing by or against the Maker, or any guarantor of this Note, a petition under the United States bankruptcy code or under any other insolvency law or law providing for the relief of debtors, including, without limitation, a petition for reorganization, agreement or extension; or (e) the making of an assignment of a substantial portion of the Maker's assets for the benefit of creditors, appointment of a receiver or trustee for the Maker or for any of the Maker's assets, institution by or against the Maker of any other type of insolvency proceeding or other proceeding contemplating settlement claims against or winding up of the affairs of the Maker or a transfer of a material portion of the Maker's assets or inventory not in the ordinary course of business.

5. Upon the occurrence of an Event of Default, (a) Lender may, at its option and by written notice to the Maker, declare the entire unpaid principal balance of this Note, together with all accrued but unpaid interest, immediately due and payable, regardless of any prior forbearance; (b) interest shall accrue at a rate equal to the lesser of eighteen percent (18%) per annum or the highest maximum rate permitted under applicable law (the "Default Rate"), and (c) exercise any

and all rights and remedies available to Lender under applicable law. The rights and remedies of Lender under this Note shall be cumulative. Failure of Lender for any period of time or on more than one occasion, to exercise its option to accelerate the Maturity Date shall not constitute a waiver of the right to exercise the same at any time during the continued existence of an Event of Default or any subsequent Event of Default.

6. All costs incurred by Lender in enforcing this Note, in collection of sums due Lender from Maker under this Note, and in connection with the Lender's exercise of any or all of its rights and remedies under this Note, shall be paid by Maker, including, without limitation, reasonable attorneys' fees and costs through all trials, appeals and proceedings.

7. No waiver that Lender may give will be applicable except in the specific instance in which it is given. The Maker hereby waives presentment for payment, demand, notice of dishonor, protest of any dishonor, notice of protest, protest of this Note and any and all other notices or demands in connection with this Note. All amounts payable hereunder shall be made without deduction by way of set-off, counterclaim or otherwise.

8. This Note may not be changed orally, but only by an agreement in writing, signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

9. Every provision of this Note is intended to be severable. If any term or provision hereof is declared by a court of competent jurisdiction to be illegal, invalid or unenforceable for any reason whatsoever, such illegality, invalidity or unenforceability shall not affect the balance of the terms and provisions hereof, which terms and provisions shall remain binding and enforceable.

10. As used herein the terms "Maker" and "Lender" shall be deemed to include their respective heirs, successors, legal representatives and assigns, whether by voluntary action of the parties or by operation of law. Notwithstanding anything herein to the contrary, Maker may not sell, assign or transfer this Note or any of its rights hereunder without the prior written consent of Lender.

11. This Note shall be governed by the laws of the State of Texas, except that Chapter 346 of the Texas Finance Code (which regulates certain revolving loan accounts and revolving tri-party accounts) shall not apply to the loan evidenced by this Note. Lender may enforce its rights regarding this Note in the courts of County of Montgomery, Texas, to which venue and jurisdiction Maker and each Guarantor hereby expressly consent and agree. Maker and each Guarantor irrevocably consent and submit to the jurisdiction and venue of such courts and agree to participate and be bound by the arbitration provisions of the Franchise Agreement.

12. Notwithstanding any other provision of this Note, Lender does not intend to charge and Maker shall not be required to pay any interest or other fees or charges in excess of the maximum permitted by applicable law as amended from time to time. Should any interest or other charges paid by Maker, or any parties liable for the payment of the loan made pursuant to this Note, result in the computation or earning of interest in excess of the highest rate permissible under applicable law, then any and all such excess shall be applied to the unpaid principal amount of this Note (whether or not due and payable), and not to the payment of interest, or, if the unpaid principal amount has been paid in full, then any excess is hereby waived by Lender and shall be refunded to Maker and any parties liable for the payment of the indebtedness evidenced by this Note.

13. THE MAKER, LENDER AND GUARANTOR EACH WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING RELATING TO THE NEGOTIATION,

EXECUTION OR DELIVERY OF THIS NOTE OR ANY RELATED DOCUMENT, THE PAYMENT AND PERFORMANCE OF ANY INDEBTEDNESS, LIABILITY OR OBLIGATION OR THE ENFORCEMENT OF ANY RIGHT OR REMEDY DESCRIBED HEREIN, OR ANY CLAIM, DEFENSE, SETOFF OR COUNTERCLAIM ARISING OR ASSERTED IN CONNECTION WITH THIS NOTE.

14. The principal owner(s) of the Maker (if an entity), \_\_\_\_\_, jointly and severally if more than one (collectively, the "Guarantor"), hereby unconditionally and irrevocably guarantees to the Lender, its successors and assigns, the payment and performance of all obligations of the Maker to the Lender under this Note, and any amendments or modifications thereof ("Guaranty"). Guarantor agrees that: (a) this is a guaranty of payment and not of collection, and that the Lender can proceed directly against Guarantor personally without seeking to collect from the Maker; and (b) Guarantor hereby waives presentment for payment, demand, notice of dishonor, protest of any dishonor, notice of protest, protest of this Note and any and all other notices or demands in connection with this Note. This Guaranty survives the bankruptcy of the Maker and binds Guarantor's administrators, successors and assigns. All obligations under this Guaranty continue even if the Maker becomes insolvent or bankrupt or is discharged from bankruptcy and Guarantor agrees not to seek to be repaid by the Maker in that event. Guarantor's obligation is to pay all amounts owed by the Maker to the Lender under this Note.

**IN WITNESS WHEREOF**, the undersigned has executed this Note as of the date set forth above.

**THE MAKER:** \_\_\_\_\_

**GUARANTOR(S):**

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

As: \_\_\_\_\_

Print Name: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_



## **STATE EFFECTIVE DATES**

The following states require that the Franchise Disclosure Document be registered or filed with the state, or be exempt from registration: California, Hawaii, Illinois, Indiana, Maryland, Michigan, Minnesota, New York, North Dakota, Rhode Island, South Dakota, Virginia, Washington and Wisconsin.

This document is effective and may be used in the following states, where the document is filed, registered, or exempt from registration, as of the Effective Date stated below:

Florida - Exempt

Other states may require registration, filing or exemption of a franchise under other laws, such as those that regulate the offer and sale of business opportunities or seller-assisted marketing plans.

**Receipt**

(To be retained by Franchisee)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If AAAC Support Services, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we provide you with this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make payment to, AAAC Support Services, LLC or one of its affiliates in connection with the proposed sale. Michigan, Oregon and Wisconsin require that we provide you with this Disclosure Document at least 10 business days before you sign a binding agreement with, or make payment to, AAAC Support Services, LLC or one of its affiliates in connection with the proposed sale.

If AAAC Support Services, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Josie Moss and Brian Moss at 8375 Hills Parkway, Montgomery, Texas 77316; Telephone (281) 292-8866 and: \_\_\_\_\_ [Any other franchise seller involved in a particular franchise transaction must be disclosed here before the Disclosure Document is given to the prospective franchisee.]

Issuance date: August 17, 2023.

AAAC Support Services, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated August 17, 2023 that included the following Exhibits:

- |   |  |
|---|--|
| A. State Agencies/Agents for Service of Process | E. List of Former Franchisees          |
| B. Franchise Agreement and Exhibits             | F. Financial Statements                |
| C. General Release                              | G. Operations Manual Table of Contents |
| D. List of Current Franchisees                  | H. Promissory Note                     |

Date Received: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

PLEASE KEEP THIS PAGE FOR YOUR RECORDS.

## Receipt

(To be returned to Franchisor)

This disclosure document summarizes certain provisions of the franchise agreement and other information in plain language. Read this disclosure document and all agreements carefully.

If AAAC Support Services, LLC offers you a franchise, it must provide this disclosure document to you 14 calendar-days before you sign a binding agreement with, or make a payment to, the franchisor or an affiliate in connection with the proposed franchise sale.

New York and Rhode Island require that we provide you with this Disclosure Document at the earlier of the first personal meeting or 10 business days before you sign a binding agreement with, or make payment to, AAAC Support Services, LLC or one of its affiliates in connection with the proposed sale. Michigan, Oregon and Wisconsin require that we provide you with this Disclosure Document at least 10 business days before you sign a binding agreement with, or make payment to, AAAC Support Services, LLC or one of its affiliates in connection with the proposed sale.

If AAAC Support Services, LLC does not deliver this disclosure document on time or if it contains a false or misleading statement, or a material omission, a violation of federal law and state law may have occurred and should be reported to the Federal Trade Commission, Washington, DC 20580 and the state agency listed on Exhibit A.

The name, principal business address and telephone number of each franchise seller offering the franchise: Josie Moss and Brian Moss at 8375 Hills Parkway, Montgomery, Texas 77316; Telephone (281) 292-8866 and: \_\_\_\_\_ [Any other franchise seller involved in a particular franchise transaction must be disclosed here before the Disclosure Document is given to the prospective franchisee.]

Issuance date: August 17, 2023.

AAAC Support Services, LLC authorizes the respective state agencies identified on Exhibit A to receive service of process for it in the particular state.

I received a disclosure document dated August 17, 2023 that included the following Exhibits:

- |   |  |
|---|--|
| A. State Agencies/Agents for Service of Process | E. List of Former Franchisees          |
| B. Franchise Agreement and Exhibits             | F. Financial Statements                |
| C. General Release                              | G. Operations Manual Table of Contents |
| D. List of Current Franchisees                  | H. Promissory Note                     |

Date Received: \_\_\_\_\_  
(Do not leave blank)

\_\_\_\_\_  
Signature of Prospective Franchisee

\_\_\_\_\_  
Print Name

Please return the signed receipt either by signing, dating, and mailing it to AAAC Support Services, LLC at 8375 Hills Parkway, Montgomery, Texas 77316, or e-mailing it to [ceo@aaacwildliferemoval.com](mailto:ceo@aaacwildliferemoval.com).